



## **BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA**

**Tuesday, July 16, 2024 at 7:00 PM**

**City Hall, 415 Broad Street, Montgomery-Watterson Boardroom**

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### **Board of Mayor and Aldermen**

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### **Leadership Team**

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

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

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE TO THE FLAG**

1. New Vision Youth

### **III. INVOCATION**

### **IV. ROLL CALL**

### **V. RECOGNITIONS AND PRESENTATIONS**

1. Dobyms-Bennett High School 2024 4x800 Relay Track State Champions (Alderman Phillips)
2. Keep Kingsport Beautiful Beautification Awards (Sharon Hayes)

3. Public Information & Communications Dept. (Alderman Cooper)

**Public Relations Society of America - Tricities Chapter**

Christmas in Kingsport - Award of Merit

Zombieland Blog Post - Award of Quality

**2024 Northeast TN Pinnacle Awards**

GOATS! - Best Public Relations Campaign

**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 Bays Mountain Park Commission (AF-201-2024) (Mayor Shull)
2. Consideration of Appointments to NETWORKS Sullivan Partnership (AF-211-2024) (Mayor Shull)

**VIII. APPROVAL OF MINUTES**

1. June 17, 2024 - Work Session
2. June 18, 2024 - Business Meeting

**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 speaks must pertain to the item which is the subject of the public hearing. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

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

- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY 2025 (AF-207-2024) (Chris McCartt)
- [3.](#) Consideration of an Ordinance to Amend the FY 2025 the General Purpose School Fund Budget (AF-210-2024) (David Frye)

#### **X. BUSINESS MATTERS REQUIRING FINAL ADOPTION AND PUBLIC HEARING**

- [1.](#) Consideration of an Ordinance to Update Section 102-226, Table A - User Discharge Restrictions of the Sewer Use Ordinance (AF-156-2024) (Ryan McReynolds)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-176-2024) (Chris McCartt)
- [3.](#) Public Hearing and Consideration of an Ordinance Amending Chapter 114, Article III, Division 5 of the Kingsport City Code as it Relates to Floodplain Zoning (AF-183-2024) (Ken Weems)

#### **XI. OTHER BUSINESS**

- [1.](#) Consideration of a Resolution to Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-191-2024) (David Frye)
- [2.](#) Consideration of a Resolution to Purchase Four Pull Behind Truck Leaf Loaders from Sourcewell Cooperative Contract (AF-187-2024) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Purchase Three 2024 Ford Maverick AWD Pickup Trucks from TN State Contract # 80355 (AF-203-2024) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Purchase Two 2024 Tacoma Access Cab 2WD W/6 ft. Bed from TN State Contract # 80358 (AF-204-2024) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2024-2025 Benefiting the General Welfare of Kingsport Residents (AF-189-2024) (Jessica Harmon)
- [6.](#) Consideration of a Resolution to Award Bid to Summers-Taylor, Inc. for Kingsport Resurfacing Project (PIN #129800.00) Contingent Upon Concurrence by TDOT and Authorizing the Mayor to Sign All Applicable Documents (AF-206-2024) (Ryan McReynolds)

- [7.](#) Consideration of a Resolution to Approve Contract and Recycler Agreement with Loomis Armored US, LLC (AF-202-2024) (Lisa Winkle)
- [8.](#) Consideration of a Resolution to Adopt a City-Wide Cash Handling Policy (AF-192-2024) (Lisa Winkle)
- [9.](#) Consideration of a Resolution to Approve a Lease Agreement with John Hendricks and to Allow the Mayor to Sign All Documents Necessary and Proper as they Pertain to the Lease (AF-182-2024) (Steven Bower)
- [10.](#) Consideration of a Resolution Approving the Mayor's Signature and Executing All Documents Necessary to Apply for and Receive Two Grants From the State of Tennessee Department of Disability and Aging (AF-196-2024) (Michael T. Borders)
- [11.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Tire Recapping Services to Best One Tire Co. (AF-193-2024) (Ryan McReynolds)
- [12.](#) Consideration of a Resolution to Award the Bid for the Purchase of Rock Salt for FY25 (AF-198-2024) (Ryan McReynolds)
- [13.](#) Consideration of a Resolution Approving an Amendment to the Inter-Local Cooperation Agreement between the Emergency Communications District and City of Kingsport (AF-114-2024) (Chris McCartt)

## **XII. CONSENT AGENDA**

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

- [1.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant from the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2025 (AF-186-2024) (Chief Phipps)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2025 (AF-185) (Chief Phipps)



- [3.](#) Consideration of a Resolution Ratifying the Mayor's Signature on the Petworks Partner Agreement (AF-205-2024) (Jessica Harmon)
- [4.](#) Consideration of a Resolution to Authorize Northeast State Community College to Enter into Sub-Lease Agreements with Participating Institutions (AF-188-2024) (Jessica Harmon)
- [5.](#) Consideration of a Resolution to Enter into an Agreement with Kingsport Tribe Youth Football and Cheer (KTYFC) for the Use of City Facilities for Youth Sports Programs (AF-142-2024) (Michael Borders)
- [6.](#) Consideration of a Resolution Authorizing the Renewal of the MOU with Camelot Care Centers for Behavioral Health and Counseling Services for Kingsport City Schools and Authorizing the Mayor to Execute All Applicable Documents (AF-194-2024) (David Frye)
- [7.](#) Consideration of a Resolution to Apply for and Receive the FTAAAD Annual Senior Center Grant (AF-195-2024) (Michael Borders)
- [8.](#) Consideration of a Resolution for Site Agreement with First Tennessee Human Resource Agency (AF-197-2024) (Michael Borders)

### **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

### **XIV. ADJOURN**



**AGENDA ACTION FORM**

**Consideration of Appointments to the Bays Mountain Park Commission**

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

Action Form No.: AF-201-2024  
 Work Session: July 15, 2024  
 First Reading: N/A  
 Final Adoption: July 16, 2024  
 Staff Work By: Megan Krager  
 Presentation By: Mayor Shull

**Recommendation:** Approve reappointments.

**Executive Summary:**

It is recommended to reappoint the following to the Bays Mountain Park Commission:

- Russ Brogden to a 4<sup>th</sup> term
- Robin Kerkhoff to a 5<sup>th</sup> term
- Woody Reeves to a 3<sup>rd</sup> term
- Colette George to a 2<sup>nd</sup> term

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of eight members; at least five residents of the City of Kingsport and one Sullivan County Commissioner. Terms are three years with no term limit.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Steve Kilgore	1/31/27	1	KPT Resident
Mary Steadman	1/31/27	4	At-large
Jeremiah Lounds	1/31/27	1	KPT Resident
Russ Brogden	7/31/24	3	KPT Resident
Robin Kerkhoff	7/31/24	4	KPT Resident
Woody Reeves	7/31/24	2	KPT Resident
Colette George	7/31/24	1	KPT Resident
Achie Pierce	Term of Ofc.	N/A	County Commission Rep.

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Steve Kilgore	1/31/27	1	KPT Resident
Mary Steadman	1/31/27	5	At-large
Jeremiah Lounds	1/31/27	2	KPT Resident
Russ Brogden	7/31/27	4	KPT Resident
Robin Kerkhoff	7/31/27	5	KPT Resident
Woody Reeves	7/31/27	3	KPT Resident
Colette George	7/31/27	2	KPT Resident
Achie Pierce	Term of Ofc.	N/A	County Commission Rep.

**Attachments:**

None

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

Item VII 1.



**AGENDA ACTION FORM**

**Consideration of Appointments to NETWORKS Sullivan Partnership**

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

Action Form No.: AF-211-2024  
 Work Session: July 15, 2024  
 First Reading: N/A  
 Final Adoption: July 16, 2024  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

**Recommendation:** Approve appointments.

**Executive Summary:** It is recommended to appoint Tim Dean and Andy Hall for the NETWORKS Sullivan Partnership for a three-year term.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The board is comprised of thirteen voting directors as follows:

- five representing Sullivan County
- four representing the City of Kingsport
- three representing the City of Bristol, TN
- one representing the City of Bluff City

In addition, there are 11 ex-officio, non-voting directors as follows:

- American Electric Power representative
- Bristol Essential Services representative
- Johson City Power Board representative
- President of NESCC or appointee
- CEO of the Partnership
- City Manager of the City of Bristol
- City Manager of the City of Kingsport
- Superintendent of Sullivan County Schools
- Superintendent of Bristol, TN City Schools
- Superintendent of Kingsport City Schools

Terms are three years and directors may serve two consecutive terms.

<b>Current Board:</b>			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	7/1/24	3	At-large
Pat Breeding	7/1/26	2	At-large
Cee Gee McCord	7/1/24	1	At-large
Pat Shull	Term of Ofc.	N/A	Mayor

<b>Recommended Board:</b>			
Member	Term Expires	No. of Terms	Eligibility
Tim Dean	7/1/27	1	At-large
Pat Breeding	7/1/26	2	At-large
Andy Hall	7/1/27	1	At-large
Pat Shull	Term of Ofc.	N/A	Mayor

**Attachments:**

1. Tim Dean Bio
2. Andrew S. Hall Bio

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



## **Tim Dean**

Phone: 4236775445  
2005 Westwind Drive  
Kingsport, TN 37660  
Timdean@chartertn.net

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### *Personal Information*

*Kingsport Native (Education Sullivan County School System)*  
*Married to Lisa J. Dean*  
*Son: Dr. Tyler Dean*  
*Son: Matthew R. Dean MS*  
*(Sons attended Kingsport City Schools)*

*October 14, 1958*  
*November 28, 1981 to present*  
*November 8, 1984*  
*June 12, 1987*

### *Career History*

**Retired**

**2016 to present**

**National Health System Manager**  
*GlaxoSmithKline Pharmaceuticals MCS*

**2010 to 2016**  
Tennessee/National

**Respiratory Senior District Manager**  
*GlaxoSmithKline Pharmaceuticals*

**2007 to 2010**  
East Tennessee

**Full Line Senior District Manager**  
*GlaxoSmithKline Pharmaceuticals*

**2005 to 2007**  
East Tennessee/SW Virginia

**Central Nervous System District Business Unit Manager**  
*GlaxoSmithKline Pharmaceuticals*

**2002 to 2005**  
East Tennessee/SW Virginia

**Glaxo Pharmaceuticals/Burroughs Wellcome District Manager**  
*GlaxoWellcome/GlaxoSmithKline Pharmaceuticals*

**1997 to 2002**  
Tri-Cities/SW Virginia/SE Kentucky/Knoxville/Nashville

**Cerenex/Burroughs Wellcome District Manager**  
*GlaxoWellcome Pharmaceuticals*

**1995 to 1997**  
Tri-Cities/SW Virginia/SE Kentucky

**Cerenex District Sales Manager**  
*Glaxo Pharmaceuticals*

**1992 to 1995**  
Tri-Cities/SW Virginia/NW North Carolina/Knoxville/Chattanooga

**Hospital Sales Representative**  
*Glaxo Pharmaceuticals*

**1986 to 1992**  
Tri-Cities, TN

**Teacher/Coach**  
*Volunteer High School/Sullivan North High School*

**1980 to 1986**  
Kingsport, TN

Served as high school English/Economics teacher as well as Basketball & Baseball coach

### *Education*

**M.B.A., Business Administration**  
*King College*

**2007**  
Bristol, Tennessee

**B.A., Business Administration and Economics**  
*King College*

**1980**  
Bristol, Tennessee

*Related Experiences*

<b>Board of Directors</b> <i>Wellmont Holston Valley Medical Center</i>	<b>2001 to 2004</b> Kingsport, TN
<b>Board of Education</b> <i>Kingsport City Schools</i>	<b>2001 to 2005</b> Kingsport, TN
<b>Board Member</b> <i>Sullivan County Health Council</i> Invited to serve on Sullivan County Health Council by Gary Mays.	<b>2001 to 2006</b> Kingsport, TN
<b>Board of Directors</b> <i>YMCA</i>	<b>2002 to 2006</b> Kingsport, TN
<b>Board Member</b> <i>Community Health Improvement Project</i>	<b>1992 to 1999</b> Kingsport, TN
<b>Board Member</b> <i>HIV/AIDS Council</i>	<b>1995 to 1998</b> Tri-Cities, TN
<b>Board Member</b> <i>American Cancer Society</i>	<b>1991 to 1994</b> Kingsport, TN
<b>Member</b> <b>Vestry Member</b> <i>St. Paul's Episcopal Church</i>	<b>1990 to present</b> <b>2000 to 2002</b>
<b>Board Member</b> <i>Kingsport City Schools</i> <i>Elected to a four year term and two appointed terms</i>	<b>2001 to 2005</b> <b>2020</b> <b>2023 to 2024</b>

Andrew S. Hall  
253 Emory Church Road  
Kingsport, Tennessee 37664

Andy Hall, a native of Kingsport and 1977 graduate of Dobyns Bennett High School, became the System Director of Community Affairs for Wellmont Health System in April 2006 and later promoted to Vice President of Government Relations. Upon the merger of Wellmont Health System and Mountain States Health Alliance, selected as VP of Community & Government Relations for Ballad Health. Hall previously worked as executive director of the Mount Rogers Development Partnership in Southwest Virginia. He also spent more than two decades on the staff of Kingsport Power/ American Electric Power, where he held numerous executive positions in engineering, marketing & customer service, key accounts, and economic development. Hall is a graduate of Tennessee Technological University, where he received a bachelor's degree in electrical engineering, and East Tennessee State University, where he earned a master's degree in business administration. He is a graduate of the Economic Development Institute at the University of Oklahoma and has completed economic development programs at the University of North Carolina and Virginia Tech University. He has served on the boards of Kingsport Tomorrow, Kingsport Chamber of Commerce, Kingsport Fun Fest, Bristol Chamber of Commerce, Tennessee Chamber of Commerce & Industry, Sullivan County NETWORKS, Kingsport Regional Planning Commission, and member of the Kingsport Board of Mayor and Alderman. After 15 years of service, Andy retired from Ballad Health in July 2021.



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 17, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

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

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

### **III. DISCUSSION ITEMS**

**1. KEDB / NETWORKS Update** - Craig Denison, Clay Walker

Craig Denison gave an update on KEDB projects and Clay Walker discussed those regarding NETWORKS. Some discussion occurred throughout as they answered questions from the board.

**2. Utilities Financial Report** - Ryan McReynolds

Deputy City Manager Ryan McReynolds gave a presentation on this item, noting this is a new report that is being made for the public's benefit for the sake of transparency. Utility Director Niki Ensor provided further details throughout the presentation. There was considerable discussion.

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

City staff gave a summary for each item on the June 18, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

**BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES**

**Monday, June 17, 2024 at 4:30 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

- IX.3. Consideration of an Ordinance Amending Chapter 114, Article III, Division 5 of the Kingsport City Code as it Relates to Floodplain Zoning (AF-183-2024)** Planning Manager Ken Weems pointed out the Public Hearing will be held at the second reading on July 16 to stay close to the timeline. Assistant City Manager Jessica Harmon stated it was a housekeeping item and there was no change in the process for us or how it affects people.
  
- XI.2. Consideration of a Resolution to Enter into an Engineering Agreement with Hazen and Sawyer for Water Model Update and Master Plan Assistance (AF-169-2024)** Deputy City Manager Ryan McReynolds noted it was a good relationship for how we handle our water.
  
- XI.4. Consideration of a Resolution to Authorize City Recorder to Adjust Uncollectible Property Tax for Tax Year 2013 (AF-115-2024)** City Treasurer Lisa Winkle stated the law says taxes can't be collected after ten years. City Attorney Rowlett provided details about the surplus property process in response to a question from Alderman Phillips.
  
- XI.5. Consideration of a Resolution to Enter into an Engineering Agreement with Barge Design Solutions for a Water Quality Assessment of the South Fork of the Holston River (AF-172-2024)** Deputy City Manager McReynolds provided information on this item and answered questions from the board.

**V. ITEMS OF INTEREST**

- 1. Projects Status Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 5:35 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor





## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 18, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### City Administration

Chris McCartt, City Manager  
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Alderman Duncan.
- III. **INVOCATION** by Alderman Montgomery.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
  1. **Claire Arbaugh, Dobyns-Bennett High School** (Alderman Phillips)
  2. **Dobyns-Bennett High School 2024 4A State Softball Champions** (Mayor Shull)
  3. **Employee Scholarship Award Recipients** (Tyra Copas)
  4. **Keep Kingsport Beautiful Beautification Award Recipients** (Sharon Hayes)

### VI. **COMMENT**

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

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

Tuesday, June 18, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**VII. APPOINTMENTS**

1. **Consideration of Appointment to the Community Development Advisory Committee** (AF-178-2024) (Mayor Shull)

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

APPOINT REV. SCOTTIE BURKHALTER TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE TO FULFILL THE UNEXPIRED TERM OF REV. CHRIS HARPSTER EFFECTIVE IMMEDIATELY AND EXPIRING ON NOVEMBER 30, 2025

Passed: All present voting "aye."

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

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

Passed: All present voting "aye."

1. **June 3, 2024 - Work Session**
2. **June 4, 2024 - Business Meeting**

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

1. **Consideration of an Ordinance to Update the Sewer Use Ordinance, Section 102-226, Table A User Discharge Restrictions** (AF-156-2024) (Ryan McReynolds)

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-226 TABLE A- USER DISCHARGE RESTRICTIONS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

2. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2024** (AF-176-2024) (Chris McCartt)

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

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

Passed: All present voting "aye."

3. **Consideration of an Ordinance Amending Chapter 114, Article III, Division 5 of the Kingsport City Code as it Relates to Floodplain Zoning** (AF-183-2024) (Ken Weems)

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, June 18, 2024 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

The City Manager explained that due timing of receipt of this item the public hearing will be at the second reading at the July 16 BMA meeting.

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF KINGSFORT, TENNESSEE CITY ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF KINGSFORT, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM

Passed: All present voting "aye."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- 1. Consideration of an Ordinance to Amend Zoning of Tax Map 046N, Group H, Parcel 016.00 Located Along East Center Street from R-1B, Residential District to B-1, Neighborhood Business District (AF-145-2024) (Jessica McMurray)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

**ORDINANCE NO. 7151** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EAST CENTER STREET FROM THE R-1B, RESIDENTIAL DISTRICT TO B-1, NEIGHBORHOOD BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Voting Abstaining: Vice Mayor George

- 2. Consideration of an Ordinance to Amend Zoning of Tax Map 094, Parcels 014.50 and 015.00 Located Along Airport Parkway from the MX, Mixed Use District to the PD, Planned Development District (AF-146-2024) (Jessica McMurray)**

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

**ORDINANCE NO. 7152** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG AIRPORT PARKWAY FROM THE MX, MIXED USE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 18TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, June 18, 2024 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

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

Voting Abstaining: Alderman Cooper

- 3. Consideration of an Ordinance to Adopt the FY 2024-2025 Budget (AF-157-2024) (Chris McCartt)**

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

**ORDINANCE NO. 7153** AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 4. Consideration of an Ordinance to Adopt the FY 2024-2025 Water Budget (AF-158-2024) (Chris McCartt)**

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

**ORDINANCE NO. 7154** AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 5. Consideration of an Ordinance to Adopt the FY 2024-2025 Sewer Budget (AF-159-2024) (Chris McCartt)**

Motion made by Alderman Phillips, Seconded by Alderman Cooper.

**ORDINANCE NO. 7155** AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

Tuesday, June 18, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**6. Consideration of an Ordinance to Adopt the FY 2024-2025 Metropolitan Planning Project Grant Fund Budget (AF-160-2024) (Chris McCartt)**

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

**ORDINANCE NO. 7156** AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**7. Consideration of an Ordinance to Adopt the FY 2024-2025 Community Development Block Grant Fund Budget (AF-161-2024) (Chris McCartt)**

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

**ORDINANCE NO. 7157** AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS 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 Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

Voting Abstaining: Alderman Cooper

**8. Consideration of an Ordinance to Adopt the FY 2024-2025 School Public Law 93-380 Grant Project Fund Budget (AF-162-2024) (Chris McCartt)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

**ORDINANCE NO. 7158** AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**9. Consideration of an Ordinance to Adopt the FY 2024-2025 Schools Special Projects Grant Fund Budget (AF-163-2024) (Chris McCartt)**

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

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**ORDINANCE NO. 7159** AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 10. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-144-2024) (Chris McCartt)**

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

**ORDINANCE NO. 7160** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 11. Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund Budget (AF-137-2024) (David Frye)**

Motion made by Alderman Phillips, Seconded by Alderman Duncan.

**ORDINANCE NO. 7161** AN ORDINANCE TO AMEND THE SCHOOL NUTRITION SERVICES FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**XI. OTHER BUSINESS**

- 1. Consideration of a Resolution to Award the Bid of the Kingsport City Schools Nutrition Program Equipment to Trimark USA, LLC, and Authorizing the City Manager to Execute a Purchase Order for the Same (AF-167-2024) (David Frye)**

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-268** A RESOLUTION AWARDED THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO TRIMARK USA FOR FOODSERVICE EQUIPMENT FOR SCHOOL NUTRITION SERVICES AT VARIOUS SCHOOL LOCATIONS

Passed: All present voting "aye."

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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- 2. Consideration of a Resolution to Enter into an Engineering Agreement with Hazen and Sawyer for Water Model Update and Master Plan Assistance (AF-169-2024) (Ryan McReynolds)**

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

**RESOLUTION NO. 2024-269** A RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH HAZEN AND SAWYER FOR WATER MODEL UPDATE AND MASTER PLAN ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 3. Consideration of a Resolution to Award the Bid to Franklin Underground Utility Services, Inc., for the FY24 Collection System Upgrade Project and Authorize the Mayor to Sign all Applicable Documents (AF-173-2024) (Ryan McReynolds)**

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

**RESOLUTION NO. 2024-270** A RESOLUTION AWARDDING THE BID FOR THE FY 24 COLLECTION SYSTEM UPGADE PROJECT TO FRANKLIN UNDERGROUND UTILITY SERVICES, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Authorize City Recorder to Adjust Uncollectible Property Tax for Tax Year 2013 (AF-115-2024) (Lisa Winkle)**

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

**RESOLUTION NO. 2024-271** A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2024 FOR THE TAX YEAR 2013 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Enter into an Engineering Agreement with Barge Design Solutions for a Water Quality Assessment of the South Fork of the Holston River (AF-172-2024) (Ryan McReynolds)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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

**RESOLUTION NO. 2024-272** A RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR WATER QUALITY ASSESSMENT OF THE SOUTH FORK OF THE HOLSTON RIVER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

Passed: All present voting "aye."

6. **Consideration of a Resolution to Award Bid to W-L Construction & Paving, Inc. for 2024 Contracted Paving Area 17 Phase 2 and Authorizing the Mayor to Sign all Applicable Documents** (AF-166-2024) (Ryan McReynolds)

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

**RESOLUTION NO. 2024-273** A RESOLUTION AWARDDING THE BID FOR THE CONTRACTED PAVING–AREA 17 PHASE 2 PROJECT TO W–L CONSTRUCTION AND PAVING, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

7. **Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the LENOWISCO PDC on Behalf of the Kingsport MTPO Regarding Federal and State Planning Funds** (AF-151-2024) (Lesley Phillips)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

**RESOLUTION NO. 2024-274** A RESOLUTION APPROVING AN AGREEMENT WITH THE LENOWISCO PLANNING DISTRICT COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

8. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Virginia Department of Transportation on Behalf of the Kingsport MTPO** (AF-150-2024) (Lesley Phillips)

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

**RESOLUTION NO. 2024-275** A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING



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FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2025; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting "aye."

- 9. Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Integrity Building Group, LLC, Related to the Miller Parke Phase 2 (Formerly Phase 3) Development (AF-177-2024) (Ryan McReynolds)**

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

**RESOLUTION NO. 2024-276** A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO INTEGRITY BUILDING GROUP, LLC FOR MILLER PARKE PHASE 2 FORMALLY KNOWN AS PHASE 3

Passed: All present voting "aye."

- 10. Consideration of a Resolution to Provide Funding to Networks for Engineering Expenses (AF-171-2024) (Chris McCartt)**

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

**RESOLUTION NO. 2024-277** A RESOLUTION AUTHORIZING AN ADDITIONAL PAYMENT TO NETWORKS SULLIVAN PARTNERSHIP FOR THE ACQUISITION 40 ACRES OF REAL PROPERTY BEING TAX MAP 094 PARCEL 014.50 SITUATED ALONG OR NEAR AIRPORT PARKWAY

Passed: All present voting "aye."

- 11. Consideration of a Resolution to Amend the Fee Resolution for FY 2025 Fees and Charges Provided for in the City Code (AF-165-2024) (Chris McCartt)**

Motion made by Alderman Cooper, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-278** A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSFORT CODE OF ORDINANCES

Passed: All present voting "aye."

- 12. Consideration of a Resolution to Apply for and Receive the Connected Communities and Facilities 2.0 Grant (AF-179-2024) (Michael T. Borders)**

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

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**RESOLUTION NO. 2024-279** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CONNECTIVE COMMUNITY AND FACILITIES 2.0 GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Passed: All present voting "aye."

**XII. CONSENT AGENDA** *(These items are approved under one motion. Alderman Cooper asked for Item XI.2 to be pulled from the consent agenda and voted on separately.)*

Motion made by Vice Mayor George, Seconded by Alderman Cooper. *(For Items XI.1 and XI.3-XI.4)*

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

**1. Consideration of a Resolution to Ratify the Mayor's Signature to Apply for and Receive 2025 LSTA Technology Grant** (AF-175-2024) (Michael T. Borders)

**RESOLUTION NO. 2024-280** A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE THE 2025 LIBRARY SERVICES AND TECHNOLOGY ACT GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES

**2. Consideration of a Resolution Authorizing the Mayor to Execute CDBG Sub-recipient Agreements** (AF-170-2024) (Michael Price)

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

**RESOLUTION NO. 2024-281** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK FUNDING IN FISCAL YEAR 2024-2025

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

Voting Abstaining: Alderman Cooper

**3. Consideration of a Resolution Extending the Lease Agreement with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE)** (AF-181-2024) (Jessica Harmon)

**RESOLUTION NO. 2024-282** A RESOLUTION APPROVING A LEASE WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSPORT CENTER FOR HIGHER EDUCATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AMENDMENTS

4. **Consideration of a Resolution to Approve a Mural for NESCC RCAT (AF-184-2024)**  
(Michael T. Borders)

**RESOLUTION NO. 2024-283** A RESOLUTION APPROVING A MURAL TO BE PAINTED ON THE REGIONAL CENTER FOR APPLIED TECHNOLOGY BUILDING. LOCATED AT 222 WEST MAIN STREET

5. **Consideration of a Resolution to Enter into an Agreement with Tri-Cities United Soccer Club (TRIC) for the Concession Rights and for the Use of Eastman Park at Horse Creek Facilities (AF-143-2024)** (Michael Borders)

**RESOLUTION NO. 2024-284** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH TRI-CITIES SOCCER CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT EASTMAN PARK AT HORSE CREEK

6. **Consideration of a Resolution Authorizing the Mayor to Enter into an Agreement with Walmart Business and Amazon Business Utilizing the Omnia Partners Cooperative Purchasing Contracts (AF-174-2024)** (Chris McCartt)

**RESOLUTION NO. 2024-285** A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WALMART BUSINESS AND AMAZON BUSINESS UTILIZING THE OMNIA PARTNERS COOPERATIVE PURCHASING CONTRACTS

7. **Consideration of a Resolution for Authorization to Sign an Agreement with Bethel University for Tuition Discounts for Employees (AF-180-2024)** (Tyra Copas)

**RESOLUTION NO. 2024-286** A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH BETHEL UNIVERSITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt stated since it is summer that many paving as well as capital projects that have been approved will be in progress. He encouraged citizens who wanted more information to go to Kingsport Alerts on Facebook to keep up with the location of work throughout the city. PaveKingsport.com is also a source for information as well as the City's website. He mentioned approaching events including Red, White and Boom, the July 4<sup>th</sup> parade and the downtown concerts and thanked all of the city employees that make these events possible. He then asked the Deputy City Manager to provide some information on work that is being done in the area by Brightspeed. Mr. McReynolds stated fiber is being pushed out to the citizens, noting this was a phenomenal asset coming to Kingsport as well as a tremendous investment. He noted they will be working in neighborhoods all around town connecting to overhead as well as underground lines.

**2. Mayor and Board Members**

Alderman Duncan pointed out it will be a while before the next meeting and listed several events that will be taking place in that time including early voting and a self-guided downtown garden tour. Alderman Cooper mentioned Lamplight will begin their patriotic tribute on June 28 and run for four weekends. She stated it's Christmas in July and meetings have started to discuss what will be going on for the holiday season and provided details. Alderman Montgomery commented on the DB softball team in attendance earlier and applauded the teachers and staff for having so many programs for the students to get involved in. Alderman Phillips commented on the robotics competition going on at Meadowview this week and through the weekend with students participating from all over the world. Vice Mayor George provided further details on the robotics competition, noting the impact it has on the city. She also thanked the group that put together the scholarships that were awarded earlier to students of employees. The Vice-Mayor provided information on the Liberty celebration patriotic show at the Toy Reid Center on June 28-29 as well the continuing concerts in downtown on Friday nights. Mayor Shull remarked the next BMA meeting isn't until July 16 and FunFest will be starting, pointing out the many city staff hours that help make that event happen. He stated there are so many activities going on that nobody should be bored.

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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**XIV. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:26 p.m.

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ANGELA MARSHALL

Deputy City Recorder

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PATRICK W. SHULL

Mayor



**AGENDA ACTION FORM**

**Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 077H, Parcel 001.10 and a portion of Parcel 002.00 Located Along Riverbend Drive from the B-4P, Planned Business District to PD, Planned Development District.**

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

Action Form No.: AF-199-2024  
Work Session: July 15, 2024  
First Reading: July 16, 2024  
Final Adoption: August 6, 2024  
Staff Work By: Jessica McMurray  
Presentation By: J. McMurray

**Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Tax Map 077H, Parcel 001.10 and a portion of Parcel 002.00 located along Riverbend Drive from the B-4P, Planned Business District to PD, Planned Development District

**Executive Summary:**

This is an owner-requested rezoning of approximately 5.63 acres located along Riverbend Drive from the B-4P zone to the PD zone. The purpose of the rezoning is to facilitate construction of a new townhome development. Minor opposition to this item was received during the Planning Commission meeting. Several residents of the adjacent Cliffside neighborhood cited concerns about a nearby sinkhole, increased traffic, and sanitary sewer capacity. Staff met on site with the Cliffside residents to gain a firm understanding of their concerns and communicated these concerns to the developer. Staff also discussed traffic and sewer connections citing no negative impact. During their June 2024 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 5-0. The notice of public hearing was published on June 24, 2024.

**Attachments:**

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

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

Item IX1.

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on July 16, 2024 to consider the rezoning of Tax Map 077H, Parcel 001.10 and a portion of Parcel 002.00 located along Riverbend Drive from the B-4P, Planned Business District to PD, Planned Development District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

### **Parcel 001.10**

BEGINNING at an Iron Rod set in the ROW of River Bend Drive and being a corner with DT Retail Properties, LLC ; thence with the ROW of River Bend Drive S 50°56'16" W a distance of 124.99' to an Iron Rod; thence with a curve turning to the left with an arc length of 32.84', with a radius of 260.00', with a chord bearing of S 47°17'11" W, with a chord length of 32.82' to an Iron Rod; thence S 43°40'06" W a distance of 272.21' to an Iron Rod; thence leaving the ROW of River Bend Drive N 30°25'53" W a distance of 375.06' to an Iron Rod being a corner with Lot 19 of the Cliffside Development; thence with the property line of the Cliffside Development N 50°48'09" E a distance of 371.07' to an Iron Rod being a corner to DT Retail Properties, LLC; thence with the DT Retail Properties, LLC line S 39°07'32" E a distance of 335.06' to an Iron Rod; which is the point of beginning, having an area of 3.165 acres

### **Portion of Parcel 002.00**

BEGINNING an Iron Rod set with the corner of the Murphy Oil USA Inc. and the ROW of River Bend Drive, thence with the line of Murphy Oil USA Inc. S 38°39'11" E a distance of 216.23' to an Iron Rod; thence leaving the Murphy Oil USA line S 54°45'16" W a distance of 561.79' to a point in the line of Lot 7; thence with the line of Lot 7 N 35°17'55" W a distance of 154.39' to an Iron Rod set in the ROW of River Bend Drive; thence along the ROW of River Bend Drive N 43°40'06" E a distance of 180.56' to an Iron Rod; thence with a curve turning to the right with an arc length of 25.19', with a radius of 200.00', with a chord bearing of N 47°16'35" E, with a chord length of 25.18' to an Iron Rod; thence N 50°53'05" E a distance of 347.72' to an Iron Rod set with the corner of the Murphy Oil USA Inc. line; which is the point of beginning, having an area of 2.466 acres

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

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



CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 6/24/2024



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG RIVERBEND DRIVE FROM THE B-4P, PLANNED BUSINESS DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Riverbend Drive from the B-4P, Planned Business District to the PD, Planned Development District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT AN IRON ROD SET IN THE ROW OF RIVER BEND DRIVE AND BEING A CORNER WITH DT RETAIL PROPERTIES, LLC ; THENCE WITH THE ROW OF RIVER BEND DRIVE S 50°56'16" W A DISTANCE OF 124.99' TO AN IRON ROD; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 32.84', WITH A RADIUS OF 260.00', WITH A CHORD BEARING OF S 47°17'11" W, WITH A CHORD LENGTH OF 32.82' TO AN IRON ROD; THENCE S 43°40'06" W A DISTANCE OF 272.21' TO AN IRON ROD; THENCE LEAVING THE ROW OF RIVER BEND DRIVE N 30°25'53" W A DISTANCE OF 375.06' TO AN IRON ROD BEING A CORNER WITH LOT 19 OF THE CLIFFSIDE DEVELOPMENT; THENCE WITH THE PROPERTY LINE OF THE CLIFFSIDE DEVELOPMENT N 50°48'09" E A DISTANCE OF 371.07' TO AN IRON ROD BEING A CORNER TO DT RETAIL PROPERTIES, LLC; THENCE WITH THE DT RETAIL PROPERTIES, LLC LINE S 39°07'32" E A DISTANCE OF 335.06' TO AN IRON ROD; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 3.165 ACRES

PORTION OF PARCEL 002.00

BEGINNING AN IRON ROD SET WITH THE CORNER OF THE MURPHY OIL USA INC. AND THE ROW OF RIVER BEND DRIVE, THENCE WITH THE LINE OF MURPHY OIL USA INC. S 38°39'11" E A DISTANCE OF 216.23' TO AN IRON ROD; THENCE LEAVING THE MURPHY OIL USA LINE S 54°45'16" W A DISTANCE OF 561.79' TO A POINT IN THE LINE OF LOT 7; THENCE WITH THE LINE OF LOT 7 N 35°17'55" W A DISTANCE OF 154.39' TO AN IRON ROD SET IN THE ROW OF RIVER BEND DRIVE; THENCE ALONG THE ROW OF RIVER BEND DRIVE N 43°40'06" E A

DISTANCE OF 180.56' TO AN IRON ROD; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 25.19', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 47°16'35" E, WITH A CHORD LENGTH OF 25.18' TO AN IRON ROD; THENCE N 50°53'05" E A DISTANCE OF 347.72' TO AN IRON ROD SET WITH THE CORNER OF THE MURPHY OIL USA INC. LINE; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 2.466 ACRES

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

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III  
City Attorney

PASSED ON 1ST READING \_\_\_\_\_  
PASSED ON 2ND READING \_\_\_\_\_

**Kingsport Regional Planning Commission**  
**Rezoning Report**

**File Number REZONE24-0108**

**Riverbend Drive Rezoning**

<b>Property Information</b>			
<b>Address</b>		Riverbend Drive	
<b>Tax Map, Group, Parcel</b>		Tax Map 077H Parcel 001.10 & a portion of Parcel 002.00	
<b>Civil District</b>		11	
<b>Overlay District</b>		N/A	
<b>Land Use Designation</b>		Retail/Commercial	
<b>Acres</b>		Rezone Site 5.63 acres +/-	
<b>Existing Use</b>	Vacant land	<b>Existing Zoning</b>	B-4P
<b>Proposed Use</b>	New townhome development	<b>Proposed Zoning</b>	PD
<b>Owner /Applicant Information</b>			
<b>Name:</b> Land Star Development LLC <b>Address:</b> 367 Hog Hollow Road <b>City:</b> Johnson City <b>State:</b> TN <b>Zip Code:</b> 37615 <b>Email:</b> admin@landstartn.com <b>Phone Number:</b> (423)943-9324		<b>Intent:</b> <i>To rezone from B-4P (Planned Business District) to PD (Planned Development District) to accommodate new townhome development.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</p> <ul style="list-style-type: none"> <li>The zoning change is compatible with abutting residential zoning districts.</li> <li>The zoning change will appropriately match the proposed use.</li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li>The parcels are located behind the Murphy Oil Gas Station and the Dollar Tree on Fort Henry Drive.</li> <li>The rezoning site is currently vacant.</li> <li>The rezoning site is mostly flat with some small rolling hills.</li> <li>Water and sewer are available at the rezoning site.</li> <li>Parcels located adjacent to the rezoning site are currently being developed for 27 townhome units.</li> <li>The rezoning site will house approximately 82 new townhome units.</li> <li>The development review staff are supportive of the request.</li> </ul>			
<b>Planner:</b>	Jessica McMurray	<b>Date:</b>	June 4, 2024
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	June 20, 2024
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION**

<b>ADDRESS</b>	Parcel 001.10 & a portion Parcel 002.00
<b>DISTRICT</b>	11
<b>OVERLAY DISTRICT</b>	N/A
<b>EXISTING ZONING</b>	B-4P (Planned Business District)
<b>PROPOSED ZONING</b>	PD (Planned Development District)
<b>ACRES</b>	Rezone Site 5.76 acres +/-
<b>EXISTING USE</b>	vacant land
<b>PROPOSED USE</b>	New townhome development

**PETITIONER**

**ADDRESS** 367 Hog Hollow Road, Johnson City, TN 37615

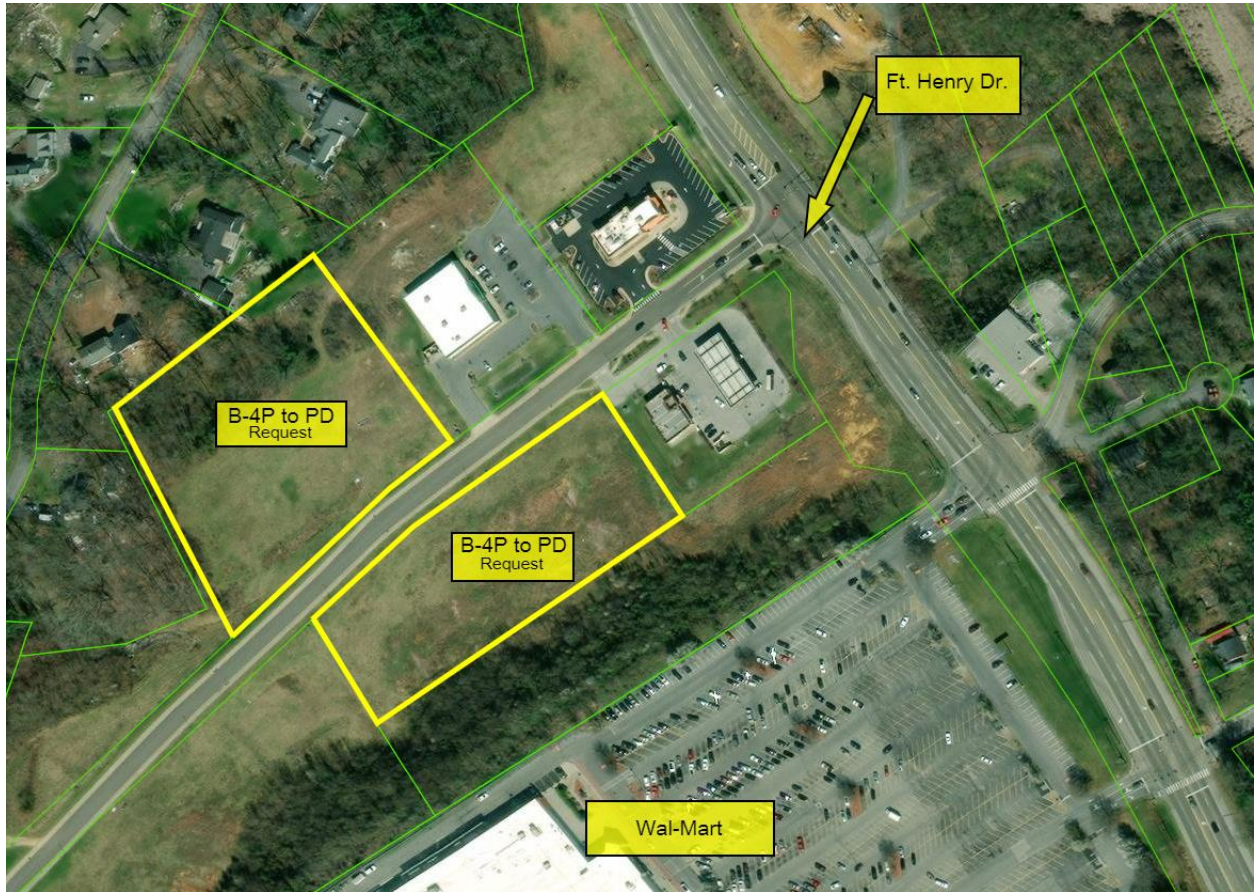
**REPRESENTATIVE**

**PHONE** 423-943-9324

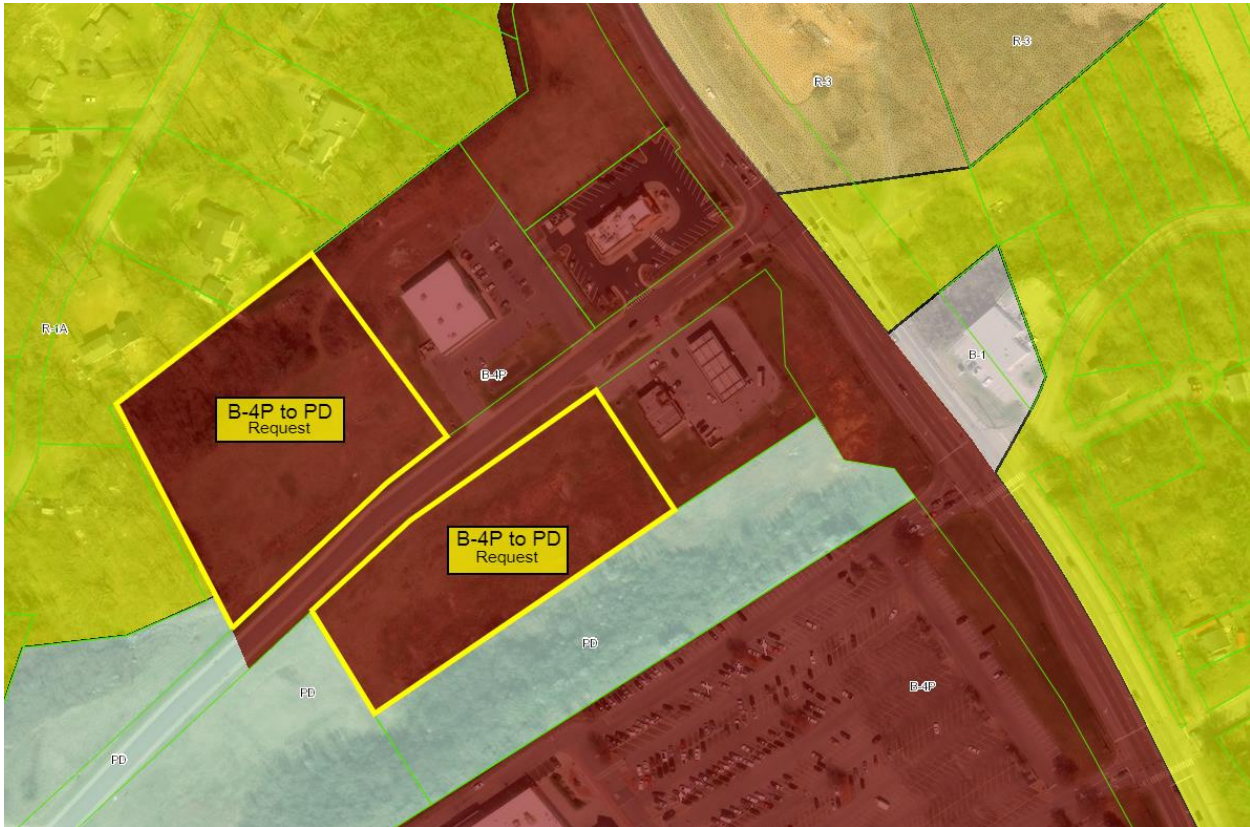
**INTENT**

*To rezone from B-4P (Planned Business District) to PD (Planned Development District) to accommodate new townhome development.*

Vicinity Map

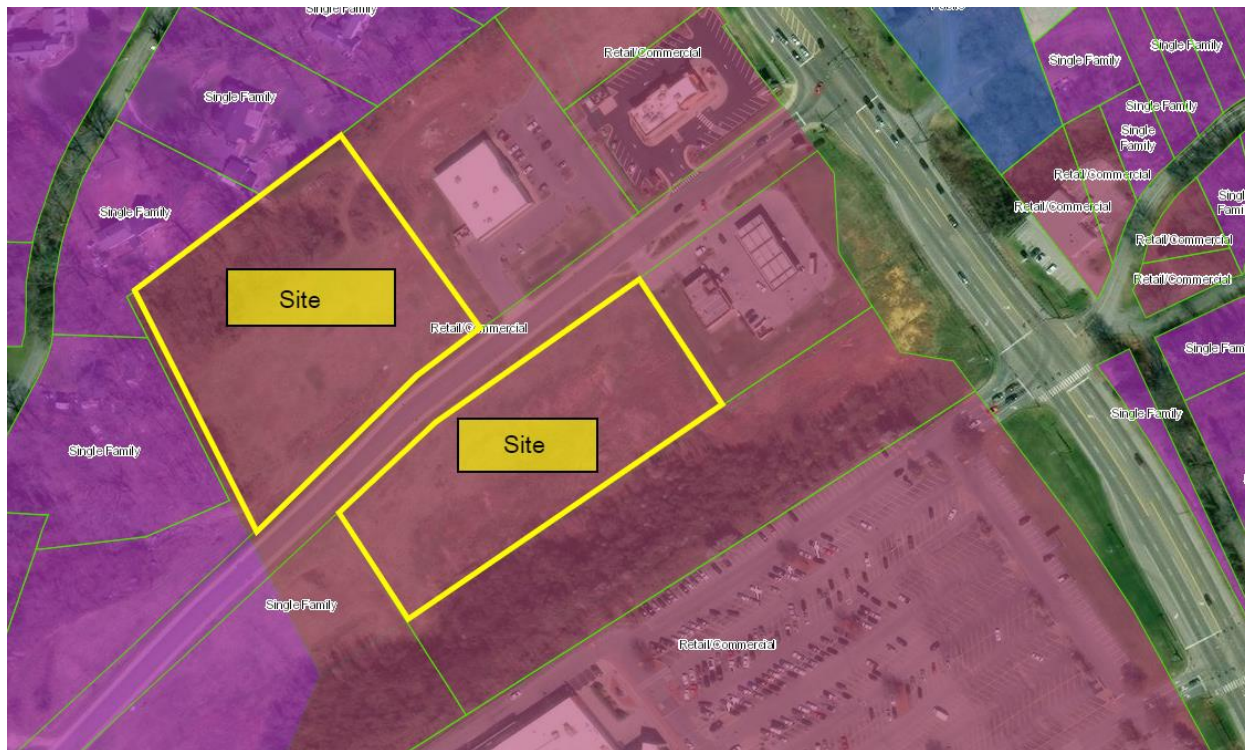


Surrounding City Zoning Map





Future Land Use Plan 2030



Aerial





View from Riverbend Dr. (Parcel 001.10)





View from Dollar Tree (Parcel 001.10)



**View facing Riverbend Drive (Parcel 001.10) (South)**





View facing Riverbend Dr. (Parcel 002.00) (North)

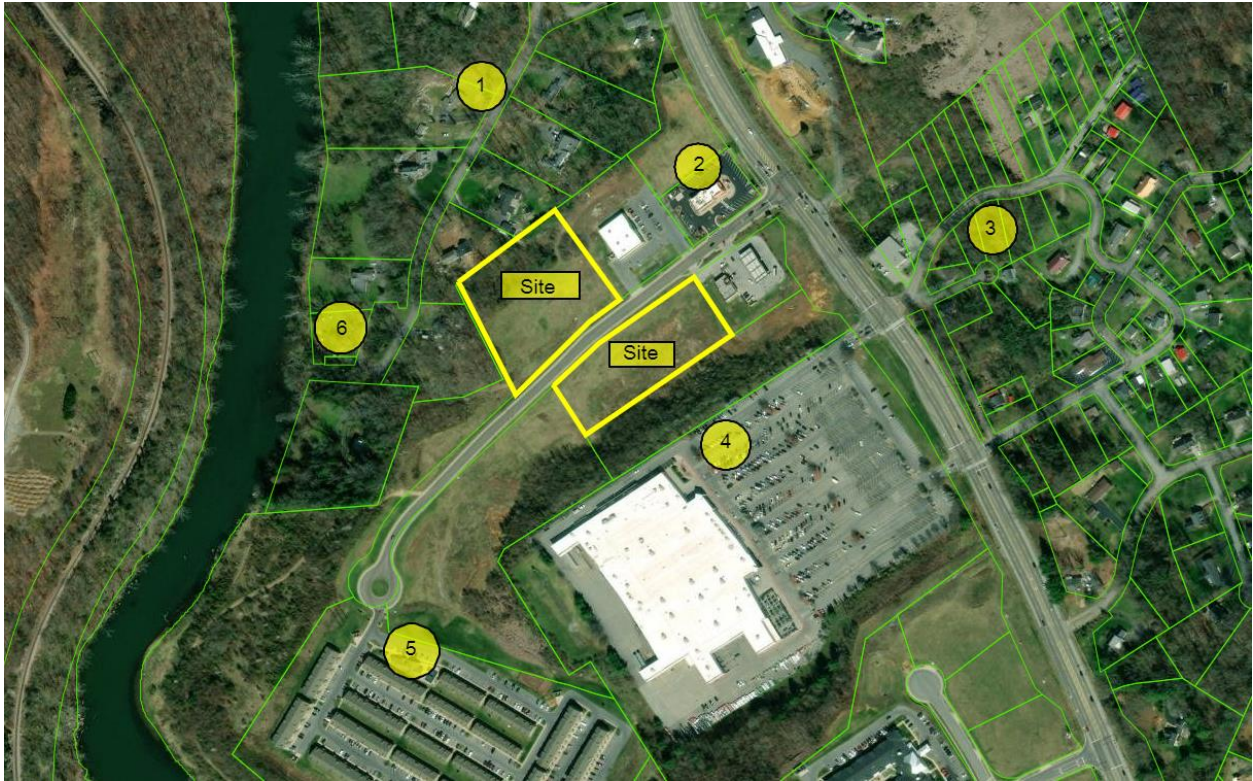




View facing Murphy Oil (Parcel 002.00) (South)



EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City R-1A</u> Use: single family	
Northeast	2	<u>Zone: City B-4P</u> Use: retail/commercial	
East	3	<u>Zone: City R-1C</u> Use: single family	
Southeast	4	<u>Zone: City B-4P</u> Use: Wal-Mart	
South	5	<u>Zone: City PD</u> Use: multi-family	
Southwest	6	<u>Zone: City R-1A</u> Use: single family	



**Standards of Review**

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

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal would permit a use that is most appropriately described as a transition zone between existing single family residences and the commercial-oriented uses.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The PD rezoning proposal does not conform to the 2030 Land Use Plan, however the PD proposal for this particular site should serve the area well.

**Proposed use:** New townhome development

**The Future Land Use Plan Map recommends** retail/commercial.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning. The location of the parcel requested for rezoning demonstrates a reasonable transition from the B-4P, Planned Business District zone to the PD, Planned Development District, along Riverbend Dr.
6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The rezoning site abuts existing residential districts. The vacant land mass is appropriately sized for a new development that will meet zoning restrictions of the PD zone.



CONCLUSION

Staff recommends sending a positive recommendation to rezone from the B-4P zone to the PD zone based upon the rezoning site acting as a smooth transition from the existing commercial district to nearby residential districts.



**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-207-2024  
Work Session: July 15, 2024  
First Reading: July 16, 2024  
Final Adoption: August 6, 2024  
Staff Work By: John Morris  
Presentation By: Chris McCartt

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**Recommendation:**  
Approve the Budget Ordinance.

**Executive Summary:**  
The Urban Mass Transit Assistance Fund is being amended by appropriating \$598,708 from the Federal Transit Administration (80%), \$71,025 from the Tennessee Department of Transportation (10%), and \$71,025 from the General Fund (10%) for a total of \$740,758 to the Vehicle Replacement project (FTA028) and by appropriating \$496,995 from the Federal Transit Administration to the Transit ARP project (FTA026) for public transit operation and capital expenditures.

The Water Project Fund is being amended by transferring \$1,475,000 from the Distribution Upgrades project (WA2403) to the Sullivan County Upgrades project (WA2304).

**Attachments:**  
1. Budget Ordinance

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

ORDINANCE NO.

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

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

SECTION I. That the Urban Mass Transit Asst Project Fund be amended by appropriating \$598,708 from the Federal Transit Administration, \$71,025 from the Tennessee Department of Transportation, and \$71,025 from the General Fund to the Vehicle Replacement project (FTA028) and by appropriating American Rescue Plan dollars from the Federal Transit Administration in the amount \$496,995 to the Transit ARP project (FTA026).

SECTION II. That the Water Project Fund be amended by transferring \$1,475,000 from the Distribution System Upgrades project (WA2403) to the Sullivan County Water Upgrades project (WA2304).

**Account Number/Description:**

**Urban Mass Transit Asst Project Fund: 123**

**Vehicle Replacement (FTA028)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	598,708	598,708
123-0000-332.90-00 Department of Transportation	0	71,025	71,025
123-0000-391.01-00 From General Fund	0	71,025	71,025
<b>Total:</b>	<b>0</b>	<b>740,758</b>	<b>740,758</b>

**Expenditures:**

	\$	\$	\$
123-5901-602.90-06 Purchases \$5,000 & Over	0	740,758	740,758
<b>Total:</b>	<b>0</b>	<b>740,758</b>	<b>740,758</b>

**Transit ARP (FTA026)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-332.90-00 Department of Transportation	0	496,995	496,995
<b>Total:</b>	<b>0</b>	<b>496,995</b>	<b>496,995</b>

**Expenditures:**

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	0	236,500	236,500
123-5901-602.10-11 Overtime	0	13,300	13,300
123-5901-602.10-20 Social Security	0	17,200	17,200
123-5901-602.10-30 Group Health Insurance	0	46,600	46,600
123-5901-602.10-41 TCRS Retirement	0	22,600	22,600
123-5901-602.10-42 TCRS Hybrid Retirement	0	2,800	2,800
123-5901-602.10-43 ICMA Retirement	0	7,200	7,200
123-5901-602.10-50 Life Insurance	0	600	600
123-5901-602.10-52 Long Term Disability Ins	0	400	400
123-5901-602.10-60 Workmen's Compensation	0	2,500	2,500
123-5901-602.10-61 Unemployment Insurance	0	950	950
123-5901-602.20-10 Advertising & Publication	0	200	200

123-5901-602.20-11 Printing & Binding	0	1,200	1,200
123-5901-602.20-30 Electric Service	0	4,600	4,600
123-5901-602.20-33 Water & Sewer	0	900	900
123-5901-602.20-34 Telephone	0	800	800
123-5901-602.20-36 Natural Gas	0	900	900
123-5901-602.20-40 Travel Expense	0	3,600	3,600
123-5901-602.20-41 Registration Fees/Tuition	0	900	900
123-5901-602.20-43 Dues & Memberships	0	400	400
123-5901-602.20-44 Literature/Subscriptions	0	500	500
123-5901-602.20-45 Training	0	700	700
123-5901-602.20-52 Medical Services	0	200	200
123-5901-602.20-54 Equipment Rental	0	1,200	1,200
123-5901-602.20-55 Repairs & Maintenance	0	1,560	1,560
123-5901-602.20-56 Repairs & Maint-Vehicles	0	75,800	75,800
123-5901-602.20-57 Computer Repairs/Mainten	0	450	450
123-5901-602.20-69 Stormwater Fee Expense	0	300	300
123-5901-602.20-75 Temporary Employees	0	6,250	6,250
123-5901-602.20-99 Miscellaneous	0	33,250	33,250
123-5901-602.30-10 Office Supplies	0	2,680	2,680
123-5901-602.30-11 Postage	0	100	100
123-5901-602.30-12 Food	0	700	700
123-5901-602.30-20 Operating Supplies & Tool	0	2,500	2,500
123-5901-602.30-22 Maintenance Supplies	0	4,050	4,050
123-5901-602.30-26 Sign Parts & Supplies	0	100	100
123-5901-602.30-29 Clothing & Uniforms	0	1,000	1,000
123-5901-602.50-26 Vehicle Ins Chgd by FLM	0	1,505	1,505
<b>Total:</b>	<b>0</b>	<b>496,995</b>	<b>496,995</b>

**Account Number/Description:**

**Water Project Fund: 451**

**Distribution System Upgrades (WA2403)**

**Revenues:**

451-0000-391.05-72 GO Bonds Series 2023

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	2,000,000	(1,475,000)	525,000
<b>Total:</b>	<b>2,000,000</b>	<b>(1,475,000)</b>	<b>525,000</b>

**Expenditures:**

451-0000-601.90-03 Improvements

	\$	\$	\$
	2,000,000	(1,475,000)	525,000
<b>Total:</b>	<b>2,000,000</b>	<b>(1,475,000)</b>	<b>525,000</b>

<b><u>Sullivan Co Water Upgrades (WA2304)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-337.16-25 Sullivan Co ARP Grant	2,296,271	0	2,296,271
451-0000-368.99-00 Miscellaneous	2,000	0	2,000
451-0000-391.05-69 GO Bonds Series 2021	701,729	0	701,729
451-0000-391.05-72 GO Bonds Series 2023	0	1,475,000	1,475,000
<b>Total:</b>	<b>3,000,000</b>	<b>1,475,000</b>	<b>4,475,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	2,700,000	1,475,000	4,175,000
451-0000-605.20-23 Arch/Eng/Landscaping Serv	300,000	0	300,000
<b>Total:</b>	<b>3,000,000</b>	<b>1,475,000</b>	<b>4,475,000</b>

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.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2025 the General Purpose School Fund Budget.**

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

Action Form No.: AF-210-2024  
Work Session: July 15, 2024  
First Reading: July 16, 2024  
Final Adoption: August 6, 2024  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2025 budget amendment number one at their meeting on July 9, 2024. This amendment increases the General Purpose School Fund budget by \$2,519,600. The estimated revenue for Fund Balance Appropriations is being increased by \$2,519,600 and the appropriations for various salary and benefit accounts are being increased by \$2,519,600. This amendment will provide for an additional 4% cost of living pay increase for all employees. This pay increase will be added to the 1% pay increase included in the original budget approval to provide for a total 5% cost of living increase for all Kingsport City School employees for the FY 2025 budget. These funds will come from the Unreserved Fund Balance. At June 30, 2023, the Unreserved Fund Balance was \$11,997,700. It is estimated that the results of operations from FY 2024 will increase the Unreserved Fund Balance by approximated \$1,500,000, resulting in an estimated Fund Balance at June 30, 2024 of approximately \$12,500,000. After this appropriation the Unreserved Fund Balance will be approximately \$10,000,000, which represent approximately 10% of the FY 2025 operating budget.

**Attachments:**

- 1. Ordinance
- 2. BOE Budget Amendment Number One – FY 2025

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. The General Purpose School Fund will be amended by increasing the estimated revenue for Unreserved Fund Balance Appropriations by \$2,519,600. The expenditure budget will be amended by increasing the appropriations for various salary and benefit accounts by \$2,519,600.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>	\$	\$	\$	
141-0000-392-0100 Fund Balance Appropriations	0	2,519,600	2,519,600	
<b><i>Totals</i></b>	<b>0</b>	<b>2,519,600</b>	<b>2,519,600</b>	
<b><u>Expenditures:</u></b>	\$	\$	\$	
Various Salary and Benefit Accounts (See Attached Exhibit A)	66,006,250	2,519,600	68,528,850	
<b><i>Totals</i></b>	<b>66,009,250</b>	<b>2,519,600</b>	<b>68,528,850</b>	

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHAL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7100-711.01-16	Reg Ed-Instruction	Dobyns-Bennett	TEACHERS	\$ 8,073,100	\$ 290,000	\$ 8,363,100
141-7100-711.01-63	Reg Ed-Instruction	Dobyns-Bennett	EDUCATIONAL ASSISTANTS	111,400	3,600	115,000
141-7100-711.01-89	Reg Ed-Instruction	Dobyns-Bennett	OTHER SALARIES AND WAGES	66,500	1,600	68,100
141-7100-711.02-01	Reg Ed-Instruction	Dobyns-Bennett	SOCIAL SECURITY	478,700	19,100	497,800
141-7100-711.02-04	Reg Ed-Instruction	Dobyns-Bennett	STATE RETIREMENT	563,600	21,900	585,500
141-7100-711.02-06	Reg Ed-Instruction	Dobyns-Bennett	LIFE INSURANCE	14,500	600	15,100
141-7100-711.02-09	Reg Ed-Instruction	Dobyns-Bennett	DISABILITY INSURANCE	10,500	400	10,900
141-7100-711.02-12	Reg Ed-Instruction	Dobyns-Bennett	MEDICARE	111,900	4,500	116,400
141-7100-711.02-17	Reg Ed-Instruction	Dobyns-Bennett	RETIREMENT-HYBRID STABIL.	22,400	900	23,300
141-7105-711.01-16	Reg Ed-Instruction	Robinson	TEACHERS	3,834,900	145,000	3,979,900
141-7105-711.01-63	Reg Ed-Instruction	Robinson	EDUCATIONAL ASSISTANTS	39,800	1,600	41,400
141-7105-711.02-01	Reg Ed-Instruction	Robinson	SOCIAL SECURITY	223,200	9,300	232,500
141-7105-711.02-04	Reg Ed-Instruction	Robinson	STATE RETIREMENT	255,600	10,300	265,900
141-7105-711.02-06	Reg Ed-Instruction	Robinson	LIFE INSURANCE	7,000	300	7,300
141-7105-711.02-09	Reg Ed-Instruction	Robinson	DISABILITY INSURANCE	5,500	200	5,700
141-7105-711.02-12	Reg Ed-Instruction	Robinson	MEDICARE	52,200	2,200	54,400
141-7105-711.02-17	Reg Ed-Instruction	Robinson	RETIREMENT-HYBRID STABIL.	8,400	300	8,700
141-7110-711.01-16	Reg Ed-Instruction	Sevier	TEACHERS	3,201,300	120,000	3,321,300
141-7110-711.01-63	Reg Ed-Instruction	Sevier	EDUCATIONAL ASSISTANTS	39,000	1,600	40,600
141-7110-711.02-01	Reg Ed-Instruction	Sevier	SOCIAL SECURITY	189,500	7,700	197,200
141-7110-711.02-04	Reg Ed-Instruction	Sevier	STATE RETIREMENT	228,100	9,000	237,100
141-7110-711.02-06	Reg Ed-Instruction	Sevier	LIFE INSURANCE	5,700	200	5,900
141-7110-711.02-09	Reg Ed-Instruction	Sevier	DISABILITY INSURANCE	3,000	100	3,100
141-7110-711.02-12	Reg Ed-Instruction	Sevier	MEDICARE	44,400	1,800	46,200
141-7110-711.02-17	Reg Ed-Instruction	Sevier	RETIREMENT-HYBRID STABIL.	13,300	500	13,800
141-7112-711.01-16	Reg Ed-Instruction	Adams	TEACHERS	1,866,700	73,900	1,940,600
141-7112-711.01-63	Reg Ed-Instruction	Adams	EDUCATIONAL ASSISTANTS	175,400	7,100	182,500
141-7112-711.02-01	Reg Ed-Instruction	Adams	SOCIAL SECURITY	118,400	5,000	123,400
141-7112-711.02-04	Reg Ed-Instruction	Adams	STATE RETIREMENT	130,500	5,400	135,900
141-7112-711.02-06	Reg Ed-Instruction	Adams	LIFE INSURANCE	3,600	100	3,700
141-7112-711.02-09	Reg Ed-Instruction	Adams	DISABILITY INSURANCE	1,800	100	1,900
141-7112-711.02-12	Reg Ed-Instruction	Adams	MEDICARE	27,700	1,200	28,900
141-7112-711.02-17	Reg Ed-Instruction	Adams	RETIREMENT-HYBRID STABIL.	6,300	200	6,500
141-7115-711.01-16	Reg Ed-Instruction	Jackson	TEACHERS	1,681,500	66,600	1,748,100
141-7115-711.01-63	Reg Ed-Instruction	Jackson	EDUCATIONAL ASSISTANTS	142,100	5,700	147,800
141-7115-711.02-01	Reg Ed-Instruction	Jackson	SOCIAL SECURITY	106,800	4,500	111,300
141-7115-711.02-04	Reg Ed-Instruction	Jackson	STATE RETIREMENT	135,900	5,600	141,500
141-7115-711.02-06	Reg Ed-Instruction	Jackson	LIFE INSURANCE	3,400	100	3,500
141-7115-711.02-09	Reg Ed-Instruction	Jackson	DISABILITY INSURANCE	2,000	100	2,100
141-7115-711.02-12	Reg Ed-Instruction	Jackson	MEDICARE	25,000	1,100	26,100
141-7115-711.02-17	Reg Ed-Instruction	Jackson	RETIREMENT-HYBRID STABIL.	6,900	300	7,200
141-7116-711.01-16	Reg Ed-Instruction	Roosevelt	TEACHERS	1,257,200	49,800	1,307,000
141-7116-711.01-63	Reg Ed-Instruction	Roosevelt	EDUCATIONAL ASSISTANTS	114,800	4,600	119,400
141-7116-711.02-01	Reg Ed-Instruction	Roosevelt	SOCIAL SECURITY	80,100	3,400	83,500
141-7116-711.02-04	Reg Ed-Instruction	Roosevelt	STATE RETIREMENT	92,500	3,800	96,300
141-7116-711.02-06	Reg Ed-Instruction	Roosevelt	LIFE INSURANCE	2,400	100	2,500
141-7116-711.02-09	Reg Ed-Instruction	Roosevelt	DISABILITY INSURANCE	1,700	100	1,800
141-7116-711.02-12	Reg Ed-Instruction	Roosevelt	MEDICARE	18,700	800	19,500
141-7116-711.02-17	Reg Ed-Instruction	Roosevelt	RETIREMENT-HYBRID STABIL.	6,300	300	6,600
141-7120-711.01-16	Reg Ed-Instruction	Jefferson	TEACHERS	1,841,200	72,900	1,914,100
141-7120-711.01-63	Reg Ed-Instruction	Jefferson	EDUCATIONAL ASSISTANTS	142,700	5,700	148,400
141-7120-711.02-01	Reg Ed-Instruction	Jefferson	SOCIAL SECURITY	114,400	4,900	119,300



ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7120-711.02-04	Reg Ed-Instruction	Jefferson	STATE RETIREMENT	137,100	5,600	142,700
141-7120-711.02-06	Reg Ed-Instruction	Jefferson	LIFE INSURANCE	3,600	100	3,700
141-7120-711.02-09	Reg Ed-Instruction	Jefferson	DISABILITY INSURANCE	2,100	100	2,200
141-7120-711.02-12	Reg Ed-Instruction	Jefferson	MEDICARE	26,800	1,100	27,900
141-7120-711.02-17	Reg Ed-Instruction	Jefferson	RETIREMENT-HYBRID STABIL.	9,200	400	9,600
141-7125-711.01-16	Reg Ed-Instruction	Johnson	TEACHERS	1,888,500	74,800	1,963,300
141-7125-711.01-63	Reg Ed-Instruction	Johnson	EDUCATIONAL ASSISTANTS	164,100	6,600	170,700
141-7125-711.02-01	Reg Ed-Instruction	Johnson	SOCIAL SECURITY	119,500	5,000	124,500
141-7125-711.02-04	Reg Ed-Instruction	Johnson	STATE RETIREMENT	142,200	5,800	148,000
141-7125-711.02-06	Reg Ed-Instruction	Johnson	LIFE INSURANCE	3,600	100	3,700
141-7125-711.02-09	Reg Ed-Instruction	Johnson	DISABILITY INSURANCE	2,200	100	2,300
141-7125-711.02-12	Reg Ed-Instruction	Johnson	MEDICARE	28,000	1,200	29,200
141-7125-711.02-17	Reg Ed-Instruction	Johnson	RETIREMENT-HYBRID STABIL.	9,200	400	9,600
141-7130-711.01-16	Reg Ed-Instruction	Kennedy	TEACHERS	1,158,900	45,900	1,204,800
141-7130-711.01-63	Reg Ed-Instruction	Kennedy	EDUCATIONAL ASSISTANTS	84,700	3,400	88,100
141-7130-711.02-01	Reg Ed-Instruction	Kennedy	SOCIAL SECURITY	72,000	3,100	75,100
141-7130-711.02-04	Reg Ed-Instruction	Kennedy	STATE RETIREMENT	88,600	3,600	92,200
141-7130-711.02-06	Reg Ed-Instruction	Kennedy	LIFE INSURANCE	2,300	100	2,400
141-7130-711.02-09	Reg Ed-Instruction	Kennedy	DISABILITY INSURANCE	1,400	100	1,500
141-7130-711.02-12	Reg Ed-Instruction	Kennedy	MEDICARE	16,800	700	17,500
141-7130-711.02-17	Reg Ed-Instruction	Kennedy	RETIREMENT-HYBRID STABIL.	7,000	300	7,300
141-7135-711.01-16	Reg Ed-Instruction	Lincoln	TEACHERS	1,577,100	62,500	1,639,600
141-7135-711.01-63	Reg Ed-Instruction	Lincoln	EDUCATIONAL ASSISTANTS	131,800	5,300	137,100
141-7135-711.02-01	Reg Ed-Instruction	Lincoln	SOCIAL SECURITY	99,400	4,200	103,600
141-7135-711.02-04	Reg Ed-Instruction	Lincoln	STATE RETIREMENT	117,700	4,800	122,500
141-7135-711.02-06	Reg Ed-Instruction	Lincoln	LIFE INSURANCE	3,000	100	3,100
141-7135-711.02-09	Reg Ed-Instruction	Lincoln	DISABILITY INSURANCE	1,900	100	2,000
141-7135-711.02-12	Reg Ed-Instruction	Lincoln	MEDICARE	23,200	1,000	24,200
141-7135-711.02-17	Reg Ed-Instruction	Lincoln	RETIREMENT-HYBRID STABIL.	10,100	400	10,500
141-7140-711.01-16	Reg Ed-Instruction	Washington	TEACHERS	1,846,000	73,100	1,919,100
141-7140-711.01-63	Reg Ed-Instruction	Washington	EDUCATIONAL ASSISTANTS	185,400	7,500	192,900
141-7140-711.02-01	Reg Ed-Instruction	Washington	SOCIAL SECURITY	118,200	5,000	123,200
141-7140-711.02-04	Reg Ed-Instruction	Washington	STATE RETIREMENT	150,800	6,200	157,000
141-7140-711.02-06	Reg Ed-Instruction	Washington	LIFE INSURANCE	3,600	100	3,700
141-7140-711.02-09	Reg Ed-Instruction	Washington	DISABILITY INSURANCE	2,800	100	2,900
141-7140-711.02-12	Reg Ed-Instruction	Washington	MEDICARE	27,700	1,200	28,900
141-7140-711.02-17	Reg Ed-Instruction	Washington	RETIREMENT-HYBRID STABIL.	7,300	300	7,600
141-7147-711.01-16	Reg Ed-Instruction	Cora Cox	TEACHERS	518,300	20,500	538,800
141-7147-711.01-63	Reg Ed-Instruction	Cora Cox	EDUCATIONAL ASSISTANTS	88,900	3,500	92,400
141-7147-711.02-01	Reg Ed-Instruction	Cora Cox	SOCIAL SECURITY	35,800	1,500	37,300
141-7147-711.02-04	Reg Ed-Instruction	Cora Cox	STATE RETIREMENT	46,500	1,900	48,400
141-7147-711.02-12	Reg Ed-Instruction	Cora Cox	MEDICARE	8,400	300	8,700
141-7150-711.01-16	Reg Ed-Instruction	System-Wide	TEACHERS	1,201,650	37,600	1,239,250
141-7150-711.01-63	Reg Ed-Instruction	System-Wide	EDUCATIONAL ASSISTANTS	37,500	2,300	39,800
141-7150-711.02-01	Reg Ed-Instruction	System-Wide	SOCIAL SECURITY	88,200	2,500	90,700
141-7150-711.02-04	Reg Ed-Instruction	System-Wide	STATE RETIREMENT	106,200	2,800	109,000
141-7150-711.02-06	Reg Ed-Instruction	System-Wide	LIFE INSURANCE	14,700	100	14,800
141-7150-711.02-12	Reg Ed-Instruction	System-Wide	MEDICARE	20,700	600	21,300
141-7150-711.02-17	Reg Ed-Instruction	System-Wide	RETIREMENT-HYBRID STABIL.	1,900	100	2,000
141-7158-711.01-16	Reg Ed-Instruction	DB Excel	TEACHERS	722,400	24,100	746,500
141-7158-711.01-63	Reg Ed-Instruction	DB Excel	EDUCATIONAL ASSISTANTS	85,500	3,400	88,900
141-7158-711.02-01	Reg Ed-Instruction	DB Excel	SOCIAL SECURITY	47,100	1,700	48,800

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7158-711.02-04	Reg Ed-Instruction	DB Excel	STATE RETIREMENT	54,100	1,900	56,000
141-7158-711.02-12	Reg Ed-Instruction	DB Excel	MEDICARE	11,000	400	11,400
141-7158-711.02-17	Reg Ed-Instruction	DB Excel	RETIREMENT-HYBRID STABIL.	3,000	100	3,100
141-7100-721.01-16	Sp Ed-Instruction	Dobyns-Bennett	TEACHERS	766,000	30,300	796,300
141-7100-721.01-63	Sp Ed-Instruction	Dobyns-Bennett	EDUCATIONAL ASSISTANTS	241,600	9,800	251,400
141-7100-721.01-71	Sp Ed-Instruction	Dobyns-Bennett	SPEECH PATHOLOGISTS	31,900	1,300	33,200
141-7100-721.02-01	Sp Ed-Instruction	Dobyns-Bennett	SOCIAL SECURITY	59,350	2,600	61,950
141-7100-721.02-04	Sp Ed-Instruction	Dobyns-Bennett	STATE RETIREMENT	87,500	3,600	91,100
141-7100-721.02-06	Sp Ed-Instruction	Dobyns-Bennett	LIFE INSURANCE	1,900	100	2,000
141-7100-721.02-12	Sp Ed-Instruction	Dobyns-Bennett	MEDICARE	13,900	600	14,500
141-7100-721.02-17	Sp Ed-Instruction	Dobyns-Bennett	RETIREMENT-HYBRID STABIL.	4,150	200	4,350
141-7105-721.01-16	Sp Ed-Instruction	Robinson	TEACHERS	361,350	14,300	375,650
141-7105-721.01-63	Sp Ed-Instruction	Robinson	EDUCATIONAL ASSISTANTS	135,050	5,400	140,450
141-7105-721.01-71	Sp Ed-Instruction	Robinson	SPEECH PATHOLOGISTS	31,900	1,300	33,200
141-7105-721.02-01	Sp Ed-Instruction	Robinson	SOCIAL SECURITY	30,000	1,300	31,300
141-7105-721.02-04	Sp Ed-Instruction	Robinson	STATE RETIREMENT	34,900	1,400	36,300
141-7105-721.02-12	Sp Ed-Instruction	Robinson	MEDICARE	7,000	300	7,300
141-7105-721.02-17	Sp Ed-Instruction	Robinson	RETIREMENT-HYBRID STABIL.	3,500	100	3,600
141-7110-721.01-16	Sp Ed-Instruction	Sevier	TEACHERS	407,150	16,100	423,250
141-7110-721.01-63	Sp Ed-Instruction	Sevier	EDUCATIONAL ASSISTANTS	40,800	1,700	42,500
141-7110-721.02-01	Sp Ed-Instruction	Sevier	SOCIAL SECURITY	26,250	1,100	27,350
141-7110-721.02-04	Sp Ed-Instruction	Sevier	STATE RETIREMENT	31,350	1,300	32,650
141-7110-721.02-12	Sp Ed-Instruction	Sevier	MEDICARE	6,150	300	6,450
141-7110-721.02-17	Sp Ed-Instruction	Sevier	RETIREMENT-HYBRID STABIL.	2,200	100	2,300
141-7112-721.01-16	Sp Ed-Instruction	Adams	TEACHERS	178,200	7,100	185,300
141-7112-721.01-63	Sp Ed-Instruction	Adams	EDUCATIONAL ASSISTANTS	19,850	800	20,650
141-7112-721.01-71	Sp Ed-Instruction	Adams	SPEECH PATHOLOGISTS	61,150	2,400	63,550
141-7112-721.02-01	Sp Ed-Instruction	Adams	SOCIAL SECURITY	14,450	600	15,050
141-7112-721.02-04	Sp Ed-Instruction	Adams	STATE RETIREMENT	18,000	700	18,700
141-7112-721.02-12	Sp Ed-Instruction	Adams	MEDICARE	3,400	100	3,500
141-7115-721.01-16	Sp Ed-Instruction	Jackson	TEACHERS	221,800	8,800	230,600
141-7115-721.01-63	Sp Ed-Instruction	Jackson	EDUCATIONAL ASSISTANTS	75,300	3,000	78,300
141-7115-721.01-71	Sp Ed-Instruction	Jackson	SPEECH PATHOLOGISTS	74,950	3,000	77,950
141-7115-721.02-01	Sp Ed-Instruction	Jackson	SOCIAL SECURITY	22,450	900	23,350
141-7115-721.02-04	Sp Ed-Instruction	Jackson	STATE RETIREMENT	24,200	1,000	25,200
141-7115-721.02-12	Sp Ed-Instruction	Jackson	MEDICARE	5,250	200	5,450
141-7115-721.02-17	Sp Ed-Instruction	Jackson	RETIREMENT-HYBRID STABIL.	2,050	100	2,150
141-7116-721.01-16	Sp Ed-Instruction	Roosevelt	TEACHERS	123,700	5,000	128,700
141-7116-721.01-63	Sp Ed-Instruction	Roosevelt	EDUCATIONAL ASSISTANTS	72,100	2,900	75,000
141-7116-721.02-01	Sp Ed-Instruction	Roosevelt	SOCIAL SECURITY	11,050	500	11,550
141-7116-721.02-04	Sp Ed-Instruction	Roosevelt	STATE RETIREMENT	12,550	500	13,050
141-7116-721.02-12	Sp Ed-Instruction	Roosevelt	MEDICARE	2,600	100	2,700
141-7120-721.01-16	Sp Ed-Instruction	Jefferson	TEACHERS	168,200	6,700	174,900
141-7120-721.01-63	Sp Ed-Instruction	Jefferson	EDUCATIONAL ASSISTANTS	45,850	1,900	47,750
141-7120-721.01-71	Sp Ed-Instruction	Jefferson	SPEECH PATHOLOGISTS	36,900	1,500	38,400
141-7120-721.02-01	Sp Ed-Instruction	Jefferson	SOCIAL SECURITY	14,400	600	15,000
141-7120-721.02-04	Sp Ed-Instruction	Jefferson	STATE RETIREMENT	17,800	700	18,500
141-7120-721.02-12	Sp Ed-Instruction	Jefferson	MEDICARE	3,350	100	3,450
141-7120-721.02-17	Sp Ed-Instruction	Jefferson	RETIREMENT-HYBRID STABIL.	2,450	100	2,550
141-7125-721.01-16	Sp Ed-Instruction	Johnson	TEACHERS	385,800	12,400	398,200
141-7125-721.01-63	Sp Ed-Instruction	Johnson	EDUCATIONAL ASSISTANTS	89,050	3,600	92,650
141-7125-721.01-71	Sp Ed-Instruction	Johnson	SPEECH PATHOLOGISTS	183,450	7,300	190,750

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7125-721.02-01	Sp Ed-Instruction	Johnson	SOCIAL SECURITY	36,350	1,400	37,750
141-7125-721.02-04	Sp Ed-Instruction	Johnson	STATE RETIREMENT	47,300	1,700	49,000
141-7125-721.02-12	Sp Ed-Instruction	Johnson	MEDICARE	8,500	300	8,800
141-7125-721.02-17	Sp Ed-Instruction	Johnson	RETIREMENT-HYBRID STABIL.	4,550	200	4,750
141-7130-721.01-16	Sp Ed-Instruction	Kennedy	TEACHERS	192,350	7,600	199,950
141-7130-721.01-63	Sp Ed-Instruction	Kennedy	EDUCATIONAL ASSISTANTS	20,650	800	21,450
141-7130-721.02-01	Sp Ed-Instruction	Kennedy	SOCIAL SECURITY	12,350	500	12,850
141-7130-721.02-04	Sp Ed-Instruction	Kennedy	STATE RETIREMENT	15,650	600	16,250
141-7130-721.02-12	Sp Ed-Instruction	Kennedy	MEDICARE	2,900	100	3,000
141-7130-721.02-17	Sp Ed-Instruction	Kennedy	RETIREMENT-HYBRID STABIL.	1,550	100	1,650
141-7135-721.01-16	Sp Ed-Instruction	Lincoln	TEACHERS	281,150	8,100	289,250
141-7135-721.01-63	Sp Ed-Instruction	Lincoln	EDUCATIONAL ASSISTANTS	43,950	1,800	45,750
141-7135-721.01-71	Sp Ed-Instruction	Lincoln	SPEECH PATHOLOGISTS	62,500	2,500	65,000
141-7135-721.02-01	Sp Ed-Instruction	Lincoln	SOCIAL SECURITY	22,550	800	23,350
141-7135-721.02-04	Sp Ed-Instruction	Lincoln	STATE RETIREMENT	34,700	1,100	35,800
141-7135-721.02-12	Sp Ed-Instruction	Lincoln	MEDICARE	5,250	200	5,450
141-7135-721.02-17	Sp Ed-Instruction	Lincoln	RETIREMENT-HYBRID STABIL.	3,050	100	3,150
141-7140-721.01-16	Sp Ed-Instruction	Washington	TEACHERS	363,600	9,100	372,700
141-7140-721.01-63	Sp Ed-Instruction	Washington	EDUCATIONAL ASSISTANTS	142,300	5,800	148,100
141-7140-721.02-01	Sp Ed-Instruction	Washington	SOCIAL SECURITY	29,300	900	30,200
141-7140-721.02-04	Sp Ed-Instruction	Washington	STATE RETIREMENT	34,950	1,100	36,050
141-7140-721.02-12	Sp Ed-Instruction	Washington	MEDICARE	6,850	200	7,050
141-7140-721.02-17	Sp Ed-Instruction	Washington	RETIREMENT-HYBRID STABIL.	3,250	100	3,350
141-7145-721.01-16	Sp Ed-Instruction	Palmer	TEACHERS	246,750	9,800	256,550
141-7145-721.01-63	Sp Ed-Instruction	Palmer	EDUCATIONAL ASSISTANTS	20,250	800	21,050
141-7145-721.01-71	Sp Ed-Instruction	Palmer	SPEECH PATHOLOGISTS	98,950	3,900	102,850
141-7145-721.02-01	Sp Ed-Instruction	Palmer	SOCIAL SECURITY	21,500	900	22,400
141-7145-721.02-04	Sp Ed-Instruction	Palmer	STATE RETIREMENT	25,900	1,100	27,000
141-7145-721.02-12	Sp Ed-Instruction	Palmer	MEDICARE	5,050	200	5,250
141-7145-721.02-17	Sp Ed-Instruction	Palmer	RETIREMENT-HYBRID STABIL.	1,900	100	2,000
141-7147-721.01-16	Sp Ed-Instruction	Cora Cox	TEACHERS	65,100	2,600	67,700
141-7147-721.02-01	Sp Ed-Instruction	Cora Cox	SOCIAL SECURITY	3,750	200	3,950
141-7147-721.02-04	Sp Ed-Instruction	Cora Cox	STATE RETIREMENT	5,200	200	5,400
141-7150-721.01-16	Sp Ed-Instruction	System-Wide	TEACHERS	58,000	11,700	69,700
141-7150-721.01-28	Sp Ed-Instruction	System-Wide	HOMEBOUND TEACHERS	32,450	1,300	33,750
141-7150-721.01-71	Sp Ed-Instruction	System-Wide	SPEECH PATHOLOGISTS	92,850	3,700	96,550
141-7150-721.02-01	Sp Ed-Instruction	System-Wide	SOCIAL SECURITY	12,350	1,000	13,350
141-7150-721.02-04	Sp Ed-Instruction	System-Wide	STATE RETIREMENT	16,250	1,200	17,450
141-7150-721.02-12	Sp Ed-Instruction	System-Wide	MEDICARE	2,850	200	3,050
141-7150-721.02-17	Sp Ed-Instruction	System-Wide	RETIREMENT-HYBRID STABIL.	2,200	100	2,300
141-7158-721.01-16	Sp Ed-Instruction	DB Excel	TEACHERS	65,100	7,100	72,200
141-7158-721.01-63	Sp Ed-Instruction	DB Excel	EDUCATIONAL ASSISTANTS	18,750	800	19,550
141-7158-721.02-01	Sp Ed-Instruction	DB Excel	SOCIAL SECURITY	4,900	500	5,400
141-7158-721.02-04	Sp Ed-Instruction	DB Excel	STATE RETIREMENT	6,600	600	7,200
141-7158-721.02-17	Sp Ed-Instruction	DB Excel	RETIREMENT-HYBRID STABIL.	950	100	1,050
141-7100-731.01-16	Voc Ed-Instruction	Dobyns-Bennett	TEACHERS	1,326,800	41,900	1,368,700
141-7100-731.02-01	Voc Ed-Instruction	Dobyns-Bennett	SOCIAL SECURITY	77,900	2,600	80,500
141-7100-731.02-04	Voc Ed-Instruction	Dobyns-Bennett	STATE RETIREMENT	88,500	3,000	91,500
141-7100-731.02-06	Voc Ed-Instruction	Dobyns-Bennett	LIFE INSURANCE	2,200	100	2,300
141-7100-731.02-09	Voc Ed-Instruction	Dobyns-Bennett	DISABILITY INSURANCE	1,600	100	1,700
141-7100-731.02-12	Voc Ed-Instruction	Dobyns-Bennett	MEDICARE	18,400	600	19,000
141-7100-731.02-17	Voc Ed-Instruction	Dobyns-Bennett	RETIREMENT-HYBRID STABIL.	4,700	200	4,900

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7250-771.01-05	Attendance	System-Wide	SUPERVISOR/DIRECTOR	72,400	3,200	75,600
141-7250-771.02-01	Attendance	System-Wide	SOCIAL SECURITY	4,500	200	4,700
141-7250-771.02-04	Attendance	System-Wide	STATE RETIREMENT	21,200	900	22,100
141-7200-772.01-31	Health Services	Dobyns-Bennett	MEDICAL PERSONNEL	120,900	4,800	125,700
141-7200-772.02-01	Health Services	Dobyns-Bennett	SOCIAL SECURITY	7,000	300	7,300
141-7200-772.02-04	Health Services	Dobyns-Bennett	STATE RETIREMENT	8,500	400	8,900
141-7200-772.02-12	Health Services	Dobyns-Bennett	MEDICARE	1,600	100	1,700
141-7205-772.01-31	Health Services	Robinson	MEDICAL PERSONNEL	58,300	2,300	60,600
141-7205-772.02-01	Health Services	Robinson	SOCIAL SECURITY	3,600	100	3,700
141-7205-772.02-04	Health Services	Robinson	STATE RETIREMENT	4,600	200	4,800
141-7210-772.01-31	Health Services	Sevier	MEDICAL PERSONNEL	62,300	1,800	64,100
141-7210-772.02-01	Health Services	Sevier	SOCIAL SECURITY	3,700	100	3,800
141-7210-772.02-04	Health Services	Sevier	STATE RETIREMENT	4,000	100	4,100
141-7212-772.01-31	Health Services	Adams	MEDICAL PERSONNEL	72,500	2,900	75,400
141-7212-772.02-01	Health Services	Adams	SOCIAL SECURITY	4,100	200	4,300
141-7212-772.02-04	Health Services	Adams	STATE RETIREMENT	4,600	200	4,800
141-7215-772.01-31	Health Services	Jackson	MEDICAL PERSONNEL	66,200	2,600	68,800
141-7215-772.02-01	Health Services	Jackson	SOCIAL SECURITY	3,900	200	4,100
141-7215-772.02-04	Health Services	Jackson	STATE RETIREMENT	4,200	200	4,400
141-7216-772.01-31	Health Services	Roosevelt	MEDICAL PERSONNEL	67,300	2,700	70,000
141-7216-772.02-01	Health Services	Roosevelt	SOCIAL SECURITY	3,700	200	3,900
141-7216-772.02-04	Health Services	Roosevelt	STATE RETIREMENT	5,400	200	5,600
141-7220-772.01-31	Health Services	Jefferson	MEDICAL PERSONNEL	63,600	2,500	66,100
141-7220-772.02-01	Health Services	Jefferson	SOCIAL SECURITY	3,900	200	4,100
141-7220-772.02-04	Health Services	Jefferson	STATE RETIREMENT	5,100	200	5,300
141-7225-772.01-31	Health Services	Johnson	MEDICAL PERSONNEL	72,500	2,900	75,400
141-7225-772.02-01	Health Services	Johnson	SOCIAL SECURITY	4,100	200	4,300
141-7225-772.02-04	Health Services	Johnson	STATE RETIREMENT	4,600	200	4,800
141-7230-772.01-31	Health Services	Kennedy	MEDICAL PERSONNEL	52,900	2,100	55,000
141-7230-772.02-01	Health Services	Kennedy	SOCIAL SECURITY	3,100	100	3,200
141-7230-772.02-04	Health Services	Kennedy	STATE RETIREMENT	4,200	200	4,400
141-7235-772.01-31	Health Services	Lincoln	MEDICAL PERSONNEL	64,900	2,600	67,500
141-7235-772.02-01	Health Services	Lincoln	SOCIAL SECURITY	4,000	200	4,200
141-7235-772.02-04	Health Services	Lincoln	STATE RETIREMENT	5,200	200	5,400
141-7240-772.01-31	Health Services	Washington	MEDICAL PERSONNEL	71,400	2,800	74,200
141-7240-772.02-01	Health Services	Washington	SOCIAL SECURITY	3,900	200	4,100
141-7240-772.02-04	Health Services	Washington	STATE RETIREMENT	5,700	200	5,900
141-7245-772.01-31	Health Services	Palmer	MEDICAL PERSONNEL	40,500	1,600	42,100
141-7245-772.02-01	Health Services	Palmer	SOCIAL SECURITY	2,300	100	2,400
141-7245-772.02-04	Health Services	Palmer	STATE RETIREMENT	3,000	100	3,100
141-7250-772.01-05	Health Services	System-Wide	SUPERVISOR/DIRECTOR	71,600	2,800	74,400
141-7250-772.01-31	Health Services	System-Wide	MEDICAL PERSONNEL	180,800	7,200	188,000
141-7250-772.02-01	Health Services	System-Wide	SOCIAL SECURITY	13,900	600	14,500
141-7250-772.02-04	Health Services	System-Wide	STATE RETIREMENT	17,300	700	18,000
141-7250-772.02-12	Health Services	System-Wide	MEDICARE	3,200	100	3,300
141-7250-772.02-17	Health Services	System-Wide	RETIREMENT-HYBRID STABIL.	1,400	100	1,500
141-7258-772.01-31	Health Services	DB Excel	MEDICAL PERSONNEL	40,500	1,600	42,100
141-7258-772.02-01	Health Services	DB Excel	SOCIAL SECURITY	2,300	100	2,400
141-7258-772.02-04	Health Services	DB Excel	STATE RETIREMENT	3,000	100	3,100
141-7200-773.01-23	Other Student Support	Dobyns-Bennett	GUIDANCE PERSONNEL	553,600	21,900	575,500
141-7200-773.01-61	Other Student Support	Dobyns-Bennett	SECRETARY(S)	67,800	2,700	70,500
141-7200-773.01-89	Other Student Support	Dobyns-Bennett	OTHER SALARIES AND WAGES	235,200	9,300	244,500

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7200-773.02-01	Other Student Support	Dobyns-Bennett	SOCIAL SECURITY	49,900	2,100	52,000
141-7200-773.02-04	Other Student Support	Dobyns-Bennett	STATE RETIREMENT	77,300	3,100	80,400
141-7200-773.02-06	Other Student Support	Dobyns-Bennett	EMPLOYEE INSURANCE-LIFE	1,600	100	1,700
141-7200-773.02-09	Other Student Support	Dobyns-Bennett	EMPLOYEE INS-DISABILITY	1,300	100	1,400
141-7200-773.02-12	Other Student Support	Dobyns-Bennett	MEDICARE	11,700	500	12,200
141-7200-773.02-17	Other Student Support	Dobyns-Bennett	RETIREMENT-HYBRID STABIL.	2,100	100	2,200
141-7205-773.01-23	Other Student Support	Robinson	GUIDANCE PERSONNEL	114,800	4,500	119,300
141-7205-773.01-61	Other Student Support	Robinson	SECRETARY(S)	38,700	1,600	40,300
141-7205-773.02-01	Other Student Support	Robinson	SOCIAL SECURITY	8,600	400	9,000
141-7205-773.02-04	Other Student Support	Robinson	STATE RETIREMENT	20,400	800	21,200
141-7205-773.02-12	Other Student Support	Robinson	MEDICARE	2,000	100	2,100
141-7210-773.01-23	Other Student Support	Sevier	GUIDANCE PERSONNEL	128,400	5,100	133,500
141-7210-773.01-61	Other Student Support	Sevier	SECRETARY(S)	37,900	1,500	39,400
141-7210-773.02-01	Other Student Support	Sevier	SOCIAL SECURITY	9,300	400	9,700
141-7210-773.02-04	Other Student Support	Sevier	STATE RETIREMENT	19,200	800	20,000
141-7210-773.02-12	Other Student Support	Sevier	MEDICARE	2,200	100	2,300
141-7212-773.01-23	Other Student Support	Adams	GUIDANCE PERSONNEL	73,800	2,900	76,700
141-7212-773.02-01	Other Student Support	Adams	SOCIAL SECURITY	4,600	200	4,800
141-7212-773.02-04	Other Student Support	Adams	STATE RETIREMENT	4,700	200	4,900
141-7215-773.01-23	Other Student Support	Jackson	GUIDANCE PERSONNEL	76,000	3,000	79,000
141-7215-773.02-01	Other Student Support	Jackson	SOCIAL SECURITY	4,700	200	4,900
141-7215-773.02-04	Other Student Support	Jackson	STATE RETIREMENT	4,800	200	5,000
141-7216-773.01-23	Other Student Support	Roosevelt	GUIDANCE PERSONNEL	76,600	3,000	79,600
141-7216-773.02-01	Other Student Support	Roosevelt	SOCIAL SECURITY	4,200	200	4,400
141-7216-773.02-04	Other Student Support	Roosevelt	STATE RETIREMENT	4,900	200	5,100
141-7220-773.01-23	Other Student Support	Jefferson	GUIDANCE PERSONNEL	55,300	2,200	57,500
141-7220-773.02-01	Other Student Support	Jefferson	SOCIAL SECURITY	3,400	100	3,500
141-7220-773.02-04	Other Student Support	Jefferson	STATE RETIREMENT	4,400	200	4,600
141-7225-773.01-23	Other Student Support	Johnson	GUIDANCE PERSONNEL	62,500	2,500	65,000
141-7225-773.02-01	Other Student Support	Johnson	SOCIAL SECURITY	3,500	200	3,700
141-7225-773.02-04	Other Student Support	Johnson	STATE RETIREMENT	5,000	200	5,200
141-7230-773.01-23	Other Student Support	Kennedy	GUIDANCE PERSONNEL	62,500	2,500	65,000
141-7230-773.02-01	Other Student Support	Kennedy	SOCIAL SECURITY	3,900	200	4,100
141-7230-773.02-04	Other Student Support	Kennedy	STATE RETIREMENT	4,000	200	4,200
141-7235-773.01-23	Other Student Support	Lincoln	GUIDANCE PERSONNEL	74,900	3,000	77,900
141-7235-773.02-01	Other Student Support	Lincoln	SOCIAL SECURITY	4,200	200	4,400
141-7235-773.02-04	Other Student Support	Lincoln	STATE RETIREMENT	6,000	200	6,200
141-7240-773.01-23	Other Student Support	Washington	GUIDANCE PERSONNEL	71,700	2,800	74,500
141-7240-773.02-01	Other Student Support	Washington	SOCIAL SECURITY	4,200	200	4,400
141-7240-773.02-04	Other Student Support	Washington	STATE RETIREMENT	4,600	200	4,800
141-7250-773.01-61	Other Student Support	System-Wide	SECRETARY(S)	39,200	1,600	40,800
141-7250-773.01-89	Other Student Support	System-Wide	OTHER SALARIES AND WAGES	420,100	13,600	433,700
141-7250-773.02-01	Other Student Support	System-Wide	SOCIAL SECURITY	21,500	900	22,400
141-7250-773.02-04	Other Student Support	System-Wide	STATE RETIREMENT	56,200	2,200	58,400
141-7250-773.02-12	Other Student Support	System-Wide	MEDICARE	5,100	200	5,300
141-7250-773.02-17	Other Student Support	System-Wide	RETIREMENT-HYBRID STABIL.	1,800	100	1,900
141-7200-781.01-29	Reg Ed -Support	Dobyns-Bennett	LIBRAIANS	146,600	5,800	152,400
141-7200-781.01-62	Reg Ed -Support	Dobyns-Bennett	CLERICAL PERSONNEL	25,800	1,000	26,800
141-7200-781.01-89	Reg Ed -Support	Dobyns-Bennett	OTHER SALARIES AND WAGES	257,200	5,600	262,800
141-7200-781.02-01	Reg Ed -Support	Dobyns-Bennett	SOCIAL SECURITY	25,400	800	26,200
141-7200-781.02-04	Reg Ed -Support	Dobyns-Bennett	STATE RETIREMENT	32,800	900	33,700
141-7200-781.02-12	Reg Ed -Support	Dobyns-Bennett	MEDICARE	5,900	200	6,100

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7200-781.02-17	Reg Ed -Support	Dobyns-Bennett	RETIREMENT-HYBRID STABIL.	3,800	100	3,900
141-7205-781.01-29	Reg Ed -Support	Robinson	LIBRAIANS	73,300	2,900	76,200
141-7205-781.01-62	Reg Ed -Support	Robinson	CLERICAL PERSONNEL	30,800	1,200	32,000
141-7205-781.01-89	Reg Ed -Support	Robinson	OTHER SALARIES AND WAGES	127,500	3,000	130,500
141-7205-781.02-01	Reg Ed -Support	Robinson	SOCIAL SECURITY	13,400	400	13,800
141-7205-781.02-04	Reg Ed -Support	Robinson	STATE RETIREMENT	15,900	500	16,400
141-7205-781.02-12	Reg Ed -Support	Robinson	MEDICARE	3,100	100	3,200
141-7210-781.01-29	Reg Ed -Support	Sevier	LIBRAIANS	77,400	3,100	80,500
141-7210-781.01-62	Reg Ed -Support	Sevier	CLERICAL PERSONNEL	27,900	1,100	29,000
141-7210-781.01-89	Reg Ed -Support	Sevier	OTHER SALARIES AND WAGES	129,600	3,100	132,700
141-7210-781.02-01	Reg Ed -Support	Sevier	SOCIAL SECURITY	13,000	500	13,500
141-7210-781.02-04	Reg Ed -Support	Sevier	STATE RETIREMENT	22,100	700	22,800
141-7210-781.02-12	Reg Ed -Support	Sevier	MEDICARE	3,100	100	3,200
141-7212-781.01-29	Reg Ed -Support	Adams	LIBRAIANS	77,100	3,100	80,200
141-7212-781.01-62	Reg Ed -Support	Adams	CLERICAL PERSONNEL	22,400	900	23,300
141-7212-781.01-89	Reg Ed -Support	Adams	OTHER SALARIES AND WAGES	81,300	1,200	82,500
141-7212-781.02-01	Reg Ed -Support	Adams	SOCIAL SECURITY	10,500	300	10,800
141-7212-781.02-04	Reg Ed -Support	Adams	STATE RETIREMENT	13,200	400	13,600
141-7212-781.02-12	Reg Ed -Support	Adams	MEDICARE	2,500	100	2,600
141-7215-781.01-29	Reg Ed -Support	Jackson	LIBRAIANS	69,000	2,700	71,700
141-7215-781.01-62	Reg Ed -Support	Jackson	CLERICAL PERSONNEL	21,200	900	22,100
141-7215-781.01-89	Reg Ed -Support	Jackson	OTHER SALARIES AND WAGES	80,300	1,200	81,500
141-7215-781.02-01	Reg Ed -Support	Jackson	SOCIAL SECURITY	10,400	300	10,700
141-7215-781.02-04	Reg Ed -Support	Jackson	STATE RETIREMENT	12,400	300	12,700
141-7215-781.02-12	Reg Ed -Support	Jackson	MEDICARE	2,400	100	2,500
141-7216-781.01-29	Reg Ed -Support	Roosevelt	LIBRAIANS	81,800	3,200	85,000
141-7216-781.01-89	Reg Ed -Support	Roosevelt	OTHER SALARIES AND WAGES	79,100	1,100	80,200
141-7216-781.02-01	Reg Ed -Support	Roosevelt	SOCIAL SECURITY	9,100	300	9,400
141-7216-781.02-04	Reg Ed -Support	Roosevelt	STATE RETIREMENT	12,200	300	12,500
141-7216-781.02-12	Reg Ed -Support	Roosevelt	MEDICARE	2,100	100	2,200
141-7220-781.01-29	Reg Ed -Support	Jefferson	LIBRAIANS	71,700	2,800	74,500
141-7220-781.01-62	Reg Ed -Support	Jefferson	CLERICAL PERSONNEL	23,800	1,000	24,800
141-7220-781.01-89	Reg Ed -Support	Jefferson	OTHER SALARIES AND WAGES	88,900	1,300	90,200
141-7220-781.02-01	Reg Ed -Support	Jefferson	SOCIAL SECURITY	10,000	300	10,300
141-7220-781.02-04	Reg Ed -Support	Jefferson	STATE RETIREMENT	12,900	400	13,300
141-7220-781.02-12	Reg Ed -Support	Jefferson	MEDICARE	2,300	100	2,400
141-7225-781.01-29	Reg Ed -Support	Johnson	LIBRAIANS	62,300	2,500	64,800
141-7225-781.01-62	Reg Ed -Support	Johnson	CLERICAL PERSONNEL	24,800	1,000	25,800
141-7225-781.01-89	Reg Ed -Support	Johnson	OTHER SALARIES AND WAGES	85,300	1,100	86,400
141-7225-781.02-01	Reg Ed -Support	Johnson	SOCIAL SECURITY	10,100	300	10,400
141-7225-781.02-04	Reg Ed -Support	Johnson	STATE RETIREMENT	12,000	300	12,300
141-7225-781.02-12	Reg Ed -Support	Johnson	MEDICARE	2,300	100	2,400
141-7230-781.01-29	Reg Ed -Support	Kennedy	LIBRAIANS	58,500	2,300	60,800
141-7230-781.01-62	Reg Ed -Support	Kennedy	CLERICAL PERSONNEL	14,000	600	14,600
141-7230-781.01-89	Reg Ed -Support	Kennedy	OTHER SALARIES AND WAGES	83,300	1,300	84,600
141-7230-781.02-01	Reg Ed -Support	Kennedy	SOCIAL SECURITY	8,900	300	9,200
141-7230-781.02-04	Reg Ed -Support	Kennedy	STATE RETIREMENT	10,800	300	11,100
141-7230-781.02-12	Reg Ed -Support	Kennedy	MEDICARE	2,100	100	2,200
141-7235-781.01-29	Reg Ed -Support	Lincoln	LIBRAIANS	80,400	3,200	83,600
141-7235-781.01-62	Reg Ed -Support	Lincoln	CLERICAL PERSONNEL	22,900	900	23,800
141-7235-781.01-89	Reg Ed -Support	Lincoln	OTHER SALARIES AND WAGES	118,900	1,400	120,300
141-7235-781.02-01	Reg Ed -Support	Lincoln	SOCIAL SECURITY	12,500	300	12,800

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7235-781.02-04	Reg Ed -Support	Lincoln	STATE RETIREMENT	14,200	400	14,600
141-7235-781.02-12	Reg Ed -Support	Lincoln	MEDICARE	2,900	100	3,000
141-7240-781.01-29	Reg Ed -Support	Washington	LIBRAIANS	66,400	2,600	69,000
141-7240-781.01-62	Reg Ed -Support	Washington	CLERICAL PERSONNEL	23,800	1,000	24,800
141-7240-781.01-89	Reg Ed -Support	Washington	OTHER SALARIES AND WAGES	86,700	1,400	88,100
141-7240-781.02-01	Reg Ed -Support	Washington	SOCIAL SECURITY	9,500	300	9,800
141-7240-781.02-04	Reg Ed -Support	Washington	STATE RETIREMENT	11,500	300	11,800
141-7240-781.02-12	Reg Ed -Support	Washington	MEDICARE	2,200	100	2,300
141-7245-781.01-05	Reg Ed -Support	Palmer	SUPERVISOR/DIRECTOR	103,700	4,100	107,800
141-7245-781.02-01	Reg Ed -Support	Palmer	SOCIAL SECURITY	6,200	300	6,500
141-7245-781.02-04	Reg Ed -Support	Palmer	STATE RETIREMENT	7,100	300	7,400
141-7245-781.02-12	Reg Ed -Support	Palmer	MEDICARE	1,500	100	1,600
141-7250-781.01-05	Reg Ed -Support	System-Wide	SUPERVISOR/DIRECTOR	401,200	15,900	417,100
141-7250-781.01-61	Reg Ed -Support	System-Wide	SECRETARY(S)	57,000	2,300	59,300
141-7250-781.01-89	Reg Ed -Support	System-Wide	OTHER SALARIES AND WAGES	232,700	9,300	242,000
141-7250-781.02-01	Reg Ed -Support	System-Wide	SOCIAL SECURITY	40,000	1,700	41,700
141-7250-781.02-04	Reg Ed -Support	System-Wide	STATE RETIREMENT	69,200	2,800	72,000
141-7250-781.02-06	Reg Ed -Support	System-Wide	LIFE INSURANCE	1,300	100	1,400
141-7250-781.02-12	Reg Ed -Support	System-Wide	MEDICARE	9,400	400	9,800
141-7250-781.02-17	Reg Ed -Support	System-Wide	RETIREMENT-HYBRID STABIL.	1,400	100	1,500
141-7250-782.01-05	Sp Ed -Support	System-Wide	SUPERVISOR/DIRECTOR	99,850	4,000	103,850
141-7250-782.01-24	Sp Ed -Support	System-Wide	PSYCHOLOGICAL PERSONNEL	299,350	11,900	311,250
141-7250-782.01-31	Sp Ed -Support	System-Wide	MEDICAL PERSONNEL	34,250	1,400	35,650
141-7250-782.01-61	Sp Ed -Support	System-Wide	SECRETARY(S)	26,200	1,100	27,300
141-7250-782.01-89	Sp Ed -Support	System-Wide	OTHER SALARIES AND WAGES	253,400	10,000	263,400
141-7250-782.02-01	Sp Ed -Support	System-Wide	SOCIAL SECURITY	41,150	1,800	42,950
141-7250-782.02-04	Sp Ed -Support	System-Wide	STATE RETIREMENT	58,300	2,300	60,600
141-7250-782.02-06	Sp Ed -Support	System-Wide	LIFE INSURANCE	1,350	100	1,450
141-7250-782.02-12	Sp Ed -Support	System-Wide	MEDICARE	9,600	400	10,000
141-7250-782.02-17	Sp Ed -Support	System-Wide	RETIREMENT-HYBRID STABIL.	5,200	200	5,400
141-7200-783.01-05	Voc Ed -Support	Dobyns-Bennett	SUPERVISOR/DIRECTOR	117,800	4,700	122,500
141-7200-783.01-61	Voc Ed -Support	Dobyns-Bennett	SECRETARY(S)	60,900	1,400	62,300
141-7200-783.02-01	Voc Ed -Support	Dobyns-Bennett	SOCIAL SECURITY	10,900	400	11,300
141-7200-783.02-04	Voc Ed -Support	Dobyns-Bennett	STATE RETIREMENT	11,700	400	12,100
141-7200-783.02-12	Voc Ed -Support	Dobyns-Bennett	MEDICARE	2,600	100	2,700
141-7200-785.01-38	Technology	Dobyns-Bennett	INST COMPUTER PERSONNEL	171,900	7,100	179,000
141-7200-785.02-01	Technology	Dobyns-Bennett	SOCIAL SECURITY	10,300	400	10,700
141-7200-785.02-04	Technology	Dobyns-Bennett	STATE RETIREMENT	27,000	1,100	28,100
141-7200-785.02-12	Technology	Dobyns-Bennett	MEDICARE	2,400	100	2,500
141-7200-785.02-17	Technology	Dobyns-Bennett	RETIREMENT-HYBRID STABIL.	1,600	100	1,700
141-7205-785.01-38	Technology	Robinson	INST COMPUTER PERSONNEL	51,700	2,100	53,800
141-7205-785.02-01	Technology	Robinson	SOCIAL SECURITY	3,200	100	3,300
141-7205-785.02-04	Technology	Robinson	STATE RETIREMENT	4,100	200	4,300
141-7210-785.01-38	Technology	Sevier	INST COMPUTER PERSONNEL	52,700	2,100	54,800
141-7210-785.02-01	Technology	Sevier	SOCIAL SECURITY	3,100	100	3,200
141-7210-785.02-04	Technology	Sevier	STATE RETIREMENT	3,900	200	4,100
141-7250-785.01-38	Technology	System-Wide	INST COMPUTER PERSONNEL	668,000	26,600	694,600
141-7250-785.02-01	Technology	System-Wide	SOCIAL SECURITY	39,600	1,700	41,300
141-7250-785.02-04	Technology	System-Wide	STATE RETIREMENT	96,800	3,800	100,600
141-7250-785.02-06	Technology	System-Wide	LIFE INSURANCE	1,200	100	1,300
141-7250-785.02-12	Technology	System-Wide	MEDICARE	9,300	400	9,700
141-7250-785.02-17	Technology	System-Wide	RETIREMENT-HYBRID STABIL.	3,600	100	3,700

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Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7250-792.01-01	Superintendent's Office	System-Wide	ADMINISTRATIVE OFFICER	194,700	7,700	202,400
141-7250-792.01-03	Superintendent's Office	System-Wide	ASSISTANT(S)	273,000	10,800	283,800
141-7250-792.01-61	Superintendent's Office	System-Wide	SECRETARY(S)	145,700	5,800	151,500
141-7250-792.02-01	Superintendent's Office	System-Wide	SOCIAL SECURITY	35,700	1,500	37,200
141-7250-792.02-04	Superintendent's Office	System-Wide	STATE RETIREMENT	54,700	2,200	56,900
141-7250-792.02-12	Superintendent's Office	System-Wide	MEDICARE	8,300	400	8,700
141-7250-792.02-17	Superintendent's Office	System-Wide	RETIREMENT-HYBRID STABIL.	2,000	100	2,100
141-7200-801.01-03	Principal's Office	Dobyns-Bennett	ASSISTANT(S)	736,800	29,200	766,000
141-7200-801.01-04	Principal's Office	Dobyns-Bennett	PRINCIPALS	131,800	5,200	137,000
141-7200-801.01-61	Principal's Office	Dobyns-Bennett	SECRETARY(S)	161,700	6,600	168,300
141-7200-801.01-62	Principal's Office	Dobyns-Bennett	CLERICAL PERSONNEL	105,700	4,200	109,900
141-7200-801.02-01	Principal's Office	Dobyns-Bennett	SOCIAL SECURITY	64,800	2,800	67,600
141-7200-801.02-04	Principal's Office	Dobyns-Bennett	STATE RETIREMENT	83,300	3,400	86,700
141-7200-801.02-06	Principal's Office	Dobyns-Bennett	LIFE INSURANCE	2,100	100	2,200
141-7200-801.02-09	Principal's Office	Dobyns-Bennett	DISABILITY INSURANCE	2,100	100	2,200
141-7200-801.02-12	Principal's Office	Dobyns-Bennett	MEDICARE	15,200	700	15,900
141-7200-801.02-17	Principal's Office	Dobyns-Bennett	RETIREMENT-HYBRID STABIL.	2,700	100	2,800
141-7205-801.01-03	Principal's Office	Robinson	ASSISTANT(S)	199,500	7,900	207,400
141-7205-801.01-04	Principal's Office	Robinson	PRINCIPALS	128,700	5,100	133,800
141-7205-801.01-61	Principal's Office	Robinson	SECRETARY(S)	63,900	2,600	66,500
141-7205-801.01-62	Principal's Office	Robinson	CLERICAL PERSONNEL	36,000	1,500	37,500
141-7205-801.02-01	Principal's Office	Robinson	SOCIAL SECURITY	25,200	1,100	26,300
141-7205-801.02-04	Principal's Office	Robinson	STATE RETIREMENT	41,300	1,700	43,000
141-7205-801.02-12	Principal's Office	Robinson	MEDICARE	5,900	200	6,100
141-7210-801.01-03	Principal's Office	Sevier	ASSISTANT(S)	196,500	7,800	204,300
141-7210-801.01-04	Principal's Office	Sevier	PRINCIPALS	114,600	4,500	119,100
141-7210-801.01-61	Principal's Office	Sevier	SECRETARY(S)	60,500	2,500	63,000
141-7210-801.01-62	Principal's Office	Sevier	CLERICAL PERSONNEL	38,200	1,500	39,700
141-7210-801.02-01	Principal's Office	Sevier	SOCIAL SECURITY	24,600	1,000	25,600
141-7210-801.02-04	Principal's Office	Sevier	STATE RETIREMENT	28,700	1,200	29,900
141-7210-801.02-12	Principal's Office	Sevier	MEDICARE	5,800	400	6,200
141-7210-801.02-17	Principal's Office	Sevier	RETIREMENT-HYBRID STABIL.	2,500	(100)	2,400
141-7212-801.01-04	Principal's Office	Adams	PRINCIPALS	116,200	4,600	120,800
141-7212-801.01-61	Principal's Office	Adams	SECRETARY(S)	68,700	2,800	71,500
141-7212-801.02-01	Principal's Office	Adams	SOCIAL SECURITY	10,600	500	11,100
141-7212-801.02-04	Principal's Office	Adams	STATE RETIREMENT	17,900	700	18,600
141-7212-801.02-12	Principal's Office	Adams	MEDICARE	2,500	100	2,600
141-7215-801.01-04	Principal's Office	Jackson	PRINCIPALS	117,800	4,700	122,500
141-7215-801.01-61	Principal's Office	Jackson	SECRETARY(S)	64,900	2,600	67,500
141-7215-801.02-01	Principal's Office	Jackson	SOCIAL SECURITY	10,700	500	11,200
141-7215-801.02-04	Principal's Office	Jackson	STATE RETIREMENT	12,300	500	12,800
141-7215-801.02-12	Principal's Office	Jackson	MEDICARE	2,500	100	2,600
141-7216-801.01-04	Principal's Office	Roosevelt	PRINCIPALS	108,400	4,300	112,700
141-7216-801.01-61	Principal's Office	Roosevelt	SECRETARY(S)	66,700	2,700	69,400
141-7216-801.02-01	Principal's Office	Roosevelt	SOCIAL SECURITY	10,100	400	10,500
141-7216-801.02-04	Principal's Office	Roosevelt	STATE RETIREMENT	16,300	700	17,000
141-7216-801.02-12	Principal's Office	Roosevelt	MEDICARE	2,400	100	2,500
141-7220-801.01-04	Principal's Office	Jefferson	PRINCIPALS	116,200	4,600	120,800
141-7220-801.01-61	Principal's Office	Jefferson	SECRETARY(S)	56,300	2,200	58,500
141-7220-801.02-01	Principal's Office	Jefferson	SOCIAL SECURITY	9,700	400	10,100
141-7220-801.02-04	Principal's Office	Jefferson	STATE RETIREMENT	11,600	500	12,100
141-7220-801.02-12	Principal's Office	Jefferson	MEDICARE	2,300	100	2,400



ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7225-801.01-04	Principal's Office	Johnson	PRINCIPALS	105,300	4,200	109,500
141-7225-801.01-61	Principal's Office	Johnson	SECRETARY(S)	57,800	2,400	60,200
141-7225-801.02-01	Principal's Office	Johnson	SOCIAL SECURITY	9,600	400	10,000
141-7225-801.02-04	Principal's Office	Johnson	STATE RETIREMENT	11,000	500	11,500
141-7225-801.02-12	Principal's Office	Johnson	MEDICARE	2,300	100	2,400
141-7230-801.01-04	Principal's Office	Kennedy	PRINCIPALS	113,100	4,500	117,600
141-7230-801.01-61	Principal's Office	Kennedy	SECRETARY(S)	65,600	2,700	68,300
141-7230-801.02-01	Principal's Office	Kennedy	SOCIAL SECURITY	10,400	400	10,800
141-7230-801.02-04	Principal's Office	Kennedy	STATE RETIREMENT	22,100	900	23,000
141-7230-801.02-12	Principal's Office	Kennedy	MEDICARE	2,400	100	2,500
141-7235-801.01-04	Principal's Office	Lincoln	PRINCIPALS	115,400	4,600	120,000
141-7235-801.01-61	Principal's Office	Lincoln	SECRETARY(S)	67,000	2,700	69,700
141-7235-801.02-01	Principal's Office	Lincoln	SOCIAL SECURITY	10,200	400	10,600
141-7235-801.02-04	Principal's Office	Lincoln	STATE RETIREMENT	13,900	600	14,500
141-7235-801.02-12	Principal's Office	Lincoln	MEDICARE	2,400	100	2,500
141-7240-801.01-04	Principal's Office	Washington	PRINCIPALS	114,600	4,500	119,100
141-7240-801.01-61	Principal's Office	Washington	SECRETARY(S)	55,200	2,300	57,500
141-7240-801.02-01	Principal's Office	Washington	SOCIAL SECURITY	9,500	400	9,900
141-7240-801.02-04	Principal's Office	Washington	STATE RETIREMENT	11,400	500	11,900
141-7240-801.02-12	Principal's Office	Washington	MEDICARE	2,200	100	2,300
141-7247-801.01-04	Principal's Office	Cora Cox	PRINCIPALS	110,200	4,400	114,600
141-7247-801.02-01	Principal's Office	Cora Cox	SOCIAL SECURITY	6,300	300	6,600
141-7247-801.02-04	Principal's Office	Cora Cox	STATE RETIREMENT	7,000	300	7,300
141-7247-801.02-12	Principal's Office	Cora Cox	MEDICARE	1,500	100	1,600
141-7258-801.01-04	Principal's Office	DB Excel	PRINCIPALS	120,100	4,800	124,900
141-7258-801.02-01	Principal's Office	DB Excel	SOCIAL SECURITY	7,400	300	7,700
141-7258-801.02-04	Principal's Office	DB Excel	STATE RETIREMENT	7,600	300	7,900
141-7258-801.02-12	Principal's Office	DB Excel	MEDICARE	1,700	100	1,800
141-7250-811.01-05	Finance	System-Wide	SUPERVISOR/DIRECTOR	126,300	5,000	131,300
141-7250-811.01-19	Finance	System-Wide	ACCOUNTING PERSONNEL	151,400	6,000	157,400
141-7250-811.01-22	Finance	System-Wide	PURCHASING PERSONNEL	58,200	2,900	61,100
141-7250-811.01-61	Finance	System-Wide	SECRETARY(S)	82,200	3,200	85,400
141-7250-811.02-01	Finance	System-Wide	SOCIAL SECURITY	23,400	1,100	24,500
141-7250-811.02-04	Finance	System-Wide	STATE RETIREMENT	74,900	2,900	77,800
141-7250-811.02-12	Finance	System-Wide	MEDICARE	5,500	200	5,700
141-7250-811.02-17	Finance	System-Wide	RETIREMENT-HYBRID STABIL.	2,400	100	2,500
141-7250-812.01-05	Human Resources	System-Wide	SUPERVISOR/DIRECTOR	127,100	5,000	132,100
141-7250-812.01-89	Human Resources	System-Wide	OTHER SALARIES AND WAGES	173,100	6,900	180,000
141-7250-812.02-01	Human Resources	System-Wide	SOCIAL SECURITY	17,300	700	18,000
141-7250-812.02-04	Human Resources	System-Wide	STATE RETIREMENT	22,300	900	23,200
141-7250-812.02-12	Human Resources	System-Wide	MEDICARE	4,000	200	4,200
141-7250-812.02-17	Human Resources	System-Wide	RETIREMENT-HYBRID STABIL.	4,500	200	4,700
141-7200-821.01-66	Operation of Plant	Dobyns-Bennett	CUSTODIAL PERSONNEL	610,000	24,600	634,600
141-7200-821.02-01	Operation of Plant	Dobyns-Bennett	SOCIAL SECURITY	33,700	1,500	35,200
141-7200-821.02-04	Operation of Plant	Dobyns-Bennett	STATE RETIREMENT	77,400	3,100	80,500
141-7200-821.02-12	Operation of Plant	Dobyns-Bennett	MEDICARE	7,900	400	8,300
141-7200-821.02-17	Operation of Plant	Dobyns-Bennett	RETIREMENT-HYBRID STABIL.	5,100	200	5,300
141-7205-821.01-66	Operation of Plant	Robinson	CUSTODIAL PERSONNEL	174,100	7,000	181,100
141-7205-821.02-01	Operation of Plant	Robinson	SOCIAL SECURITY	10,200	400	10,600
141-7205-821.02-04	Operation of Plant	Robinson	STATE RETIREMENT	13,200	500	13,700
141-7205-821.02-12	Operation of Plant	Robinson	MEDICARE	2,400	100	2,500
141-7205-821.02-17	Operation of Plant	Robinson	RETIREMENT-HYBRID STABIL.	2,200	100	2,300

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7210-821.01-66	Operation of Plant	Sevier	CUSTODIAL PERSONNEL	254,400	10,300	264,700
141-7210-821.02-01	Operation of Plant	Sevier	SOCIAL SECURITY	14,900	600	15,500
141-7210-821.02-04	Operation of Plant	Sevier	STATE RETIREMENT	35,700	1,400	37,100
141-7210-821.02-12	Operation of Plant	Sevier	MEDICARE	3,500	200	3,700
141-7210-821.02-17	Operation of Plant	Sevier	RETIREMENT-HYBRID STABIL.	1,700	100	1,800
141-7212-821.01-66	Operation of Plant	Adams	CUSTODIAL PERSONNEL	112,200	4,500	116,700
141-7212-821.02-01	Operation of Plant	Adams	SOCIAL SECURITY	6,300	300	6,600
141-7212-821.02-04	Operation of Plant	Adams	STATE RETIREMENT	8,400	300	8,700
141-7212-821.02-12	Operation of Plant	Adams	MEDICARE	1,500	100	1,600
141-7212-821.02-17	Operation of Plant	Adams	RETIREMENT-HYBRID STABIL.	1,700	100	1,800
141-7215-821.01-66	Operation of Plant	Jackson	CUSTODIAL PERSONNEL	120,900	4,900	125,800
141-7215-821.02-01	Operation of Plant	Jackson	SOCIAL SECURITY	6,800	300	7,100
141-7215-821.02-04	Operation of Plant	Jackson	STATE RETIREMENT	16,500	700	17,200
141-7215-821.02-12	Operation of Plant	Jackson	MEDICARE	1,600	100	1,700
141-7216-821.01-66	Operation of Plant	Roosevelt	CUSTODIAL PERSONNEL	88,100	3,600	91,700
141-7216-821.02-01	Operation of Plant	Roosevelt	SOCIAL SECURITY	4,800	200	5,000
141-7216-821.02-04	Operation of Plant	Roosevelt	STATE RETIREMENT	5,900	200	6,100
141-7216-821.02-12	Operation of Plant	Roosevelt	MEDICARE	1,100	100	1,200
141-7220-821.01-66	Operation of Plant	Jefferson	CUSTODIAL PERSONNEL	156,000	6,300	162,300
141-7220-821.02-01	Operation of Plant	Jefferson	SOCIAL SECURITY	8,800	400	9,200
141-7220-821.02-04	Operation of Plant	Jefferson	STATE RETIREMENT	37,400	1,500	38,900
141-7220-821.02-12	Operation of Plant	Jefferson	MEDICARE	2,100	100	2,200
141-7225-821.01-66	Operation of Plant	Johnson	CUSTODIAL PERSONNEL	129,500	5,200	134,700
141-7225-821.02-01	Operation of Plant	Johnson	SOCIAL SECURITY	7,500	300	7,800
141-7225-821.02-04	Operation of Plant	Johnson	STATE RETIREMENT	19,400	800	20,200
141-7225-821.02-12	Operation of Plant	Johnson	MEDICARE	1,800	100	1,900
141-7230-821.01-66	Operation of Plant	Kennedy	CUSTODIAL PERSONNEL	98,900	4,000	102,900
141-7230-821.02-01	Operation of Plant	Kennedy	SOCIAL SECURITY	5,600	200	5,800
141-7230-821.02-04	Operation of Plant	Kennedy	STATE RETIREMENT	16,600	700	17,300
141-7230-821.02-12	Operation of Plant	Kennedy	MEDICARE	1,300	100	1,400
141-7235-821.01-66	Operation of Plant	Lincoln	CUSTODIAL PERSONNEL	120,400	4,800	125,200
141-7235-821.02-01	Operation of Plant	Lincoln	SOCIAL SECURITY	7,100	300	7,400
141-7235-821.02-04	Operation of Plant	Lincoln	STATE RETIREMENT	16,400	600	17,000
141-7235-821.02-12	Operation of Plant	Lincoln	MEDICARE	1,700	100	1,800
141-7235-821.02-17	Operation of Plant	Lincoln	RETIREMENT-HYBRID STABIL.	1,300	100	1,400
141-7240-821.01-66	Operation of Plant	Washington	CUSTODIAL PERSONNEL	124,700	5,000	129,700
141-7240-821.02-01	Operation of Plant	Washington	SOCIAL SECURITY	7,100	300	7,400
141-7240-821.02-04	Operation of Plant	Washington	STATE RETIREMENT	17,500	700	18,200
141-7240-821.02-12	Operation of Plant	Washington	MEDICARE	1,700	100	1,800
141-7245-821.01-66	Operation of Plant	Palmer	CUSTODIAL PERSONNEL	54,800	2,200	57,000
141-7245-821.02-01	Operation of Plant	Palmer	SOCIAL SECURITY	2,900	100	3,000
141-7245-821.02-04	Operation of Plant	Palmer	STATE RETIREMENT	13,000	500	13,500
141-7247-821.01-66	Operation of Plant	Cora Cox	CUSTODIAL PERSONNEL	27,500	1,100	28,600
141-7247-821.02-01	Operation of Plant	Cora Cox	SOCIAL SECURITY	1,500	100	1,600
141-7247-821.02-04	Operation of Plant	Cora Cox	STATE RETIREMENT	2,100	100	2,200
141-7250-821.01-66	Operation of Plant	System-Wide	CUSTODIAL PERSONNEL	146,600	3,500	150,100
141-7250-821.02-01	Operation of Plant	System-Wide	SOCIAL SECURITY	8,700	200	8,900
141-7250-821.02-04	Operation of Plant	System-Wide	STATE RETIREMENT	25,400	600	26,000
141-7250-821.02-12	Operation of Plant	System-Wide	MEDICARE	2,100	100	2,200
141-7258-821.01-66	Operation of Plant	DB Excel	CUSTODIAL PERSONNEL	36,300	1,500	37,800
141-7258-821.02-01	Operation of Plant	DB Excel	SOCIAL SECURITY	2,100	100	2,200
141-7258-821.02-04	Operation of Plant	DB Excel	STATE RETIREMENT	10,600	400	11,000

ACCOUNT DISTRIBUTION FOR BUDGET ORDINANCE NO. \_\_\_\_\_, ACTION FORM 210-2024, JULY 16, 2024

Account Number	Activity	School	Object Code Description	Budget	Increase/(Decrease)	Budget
141-7250-822.01-05	Maintenance of Plant	System-Wide	SUPERVISOR/DIRECTOR	99,800	4,000	103,800
141-7250-822.01-89	Maintenance of Plant	System-Wide	OTHER SALARIES AND WAGES	1,159,400	44,900	1,204,300
141-7250-822.02-01	Maintenance of Plant	System-Wide	SOCIAL SECURITY	73,100	3,000	76,100
141-7250-822.02-04	Maintenance of Plant	System-Wide	STATE RETIREMENT	253,400	9,600	263,000
141-7250-822.02-06	Maintenance of Plant	System-Wide	LIFE INSURANCE	2,200	100	2,300
141-7250-822.02-09	Maintenance of Plant	System-Wide	DISABILITY INSURANCE	1,500	100	1,600
141-7250-822.02-12	Maintenance of Plant	System-Wide	MEDICARE	17,100	700	17,800
141-7250-822.02-17	Maintenance of Plant	System-Wide	RETIREMENT-HYBRID STABIL.	5,300	200	5,500
141-7250-831.01-05	Reg Ed -Transportation	System-Wide	SUPERVISOR/DIRECTOR	77,500	3,100	80,600
141-7250-831.01-46	Reg Ed -Transportation	System-Wide	BUS DRIVERS	695,700	24,700	720,400
141-7250-831.01-62	Reg Ed -Transportation	System-Wide	CLERICAL PERSONNEL	49,500	2,000	51,500
141-7250-831.02-01	Reg Ed -Transportation	System-Wide	SOCIAL SECURITY	47,400	1,800	49,200
141-7250-831.02-04	Reg Ed -Transportation	System-Wide	STATE RETIREMENT	90,000	3,100	93,100
141-7250-831.02-06	Reg Ed -Transportation	System-Wide	LIFE INSURANCE	1,300	100	1,400
141-7250-831.02-12	Reg Ed -Transportation	System-Wide	MEDICARE	11,000	400	11,400
141-7250-831.02-17	Reg Ed -Transportation	System-Wide	RETIREMENT-HYBRID STABIL.	3,500	100	3,600
141-7253-831.01-46	Sp Ed -Transportation	System-Wide	BUS DRIVERS	220,150	9,000	229,150
141-7253-831.02-01	Sp Ed -Transportation	System-Wide	SOCIAL SECURITY	11,900	600	12,500
141-7253-831.02-04	Sp Ed -Transportation	System-Wide	STATE RETIREMENT	27,350	1,100	28,450
141-7253-831.02-12	Sp Ed -Transportation	System-Wide	MEDICARE	2,800	100	2,900
141-7253-831.02-17	Sp Ed -Transportation	System-Wide	RETIREMENT-HYBRID STABIL.	1,200	100	1,300
				<u>\$ 66,009,250</u>	<u>\$ 2,519,600</u>	<u>\$ 68,528,850</u>

July 9, 2024

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2024-2025  
BUDGET AMENDMENT NUMBER ONE

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: EMPLOYEE COST OF LIVING INCREASE**

After further evaluation of the FY 2025 budget, economic conditions, and the financial result of operations for FY 2024, the administration of Kingsport City Schools is recommending that the FY 2025 budget be amended to provide for an additional 4 % cost of living increase for all employees. The current approved budget includes a 1 % cost of living increase. With approval of this budget amendment the total cost of living increase for FY 2025 will be 5%.

The total cost of this proposal is \$2,519,600. It is proposed that these funds be appropriated from the Unreserved Fund Balance. The Unreserved Fund Balance was \$11,997,700 at the end of FY 2023. At this time, it is projected that the Unreserved Fund Balance at the end of FY 2024 will be approximately \$12,500,000. This appropriation will reduce that amount to approximately \$10,000,000.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriations for various salary and benefit accounts be increased by \$2,519,600 to provide funding for an additional 4% cost of living pay increase for all employees for FY 2025.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Update Section 102-226, Table A - User Discharge Restrictions of the Sewer Use Ordinance**

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

Action Form No.: AF-156-2024  
Work Session: June 17, 2024  
First Reading: June 18, 2024  
Final Adoption: July 16, 2024  
Staff Work By: Tom Hensley  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
The wastewater treatment plant’s National Pollution Discharge Elimination System (NPDES) Permit was renewed on January 1, 2024. The permit requires a Local Limits technical evaluation of wastewater discharge limits to be completed. Local limits regulate the type and quantity of pollutants discharged into the sewer system by industrial users, which could cause pass-through, interference or sludge contamination that may cause permit violations.

This evaluation determined that the molybdenum wastewater discharge limit be slightly decreased. No impact to commercial and industrial users is expected due to this change. State of Tennessee has approved the City of Kingsport Local Limit Review completed by our contractor MMS.

<u>Molybdenum</u>	<u>Previous Limit</u>	<u>New Limit</u>
Monthly Average	5.3 mg/l	4.82 mg/l
Daily Max	7.9 mg/l	7.24 mg/l

**Attachments:**  
1. Ordinance

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,  
CITY OF KINGSPORT, TENNESSEE, SECTION 102-226 TABLE  
A- USER DISCHARGE RESTRICTIONS; AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 102-226 Table A of the Code of Ordinances, City of Kingsport,  
Tennessee, is hereby amended to read as follows:

Table A. User Discharge Restrictions

Pollutant	Daily Maximum Limit (mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH3-N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1, 2-Dichloroethylene	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017
Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1 Trichloroethane	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.24	4.82
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46

Selenium (total)	3.46	2.31
Silver (total)	0.23	0.23
Zinc (total)	1.79	1.18
Xylene	0.180	0.120
Hydrogen sulfide	0.5	NA

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

\_\_\_\_\_  
 PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
 ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
 RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING \_\_\_\_\_  
 PASSED ON 2ND READING \_\_\_\_\_



**AGENDA ACTION FORM**

**Consideration of a Budget Adjustment Ordinance for Various Funds in FY24**

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

Action Form No.: AF-176-2024  
Work Session: June 17, 2024  
First Reading: June 18, 2024  
Final Adoption: July 16, 2024  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the Budget Ordinance.

**Executive Summary:**

**General Projects-Special Revenue Fund**

- Allocating \$30,000 to the Observation Tower Project (NC2415)

**General Project Fund**

- Allocating \$46,492 to the Nature Center project (GP2215).

**Bays Mtn Commission Fund**

- Increase From Fund Balance line by \$76,492 to fund above projects.

**Attachments:**  
1. Budget Ordinance

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



ORDINANCE NO.

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

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

SECTION I. That the General Projects Special Revenue Fund be amended by appropriating \$30,000 from the Bays Mountain Park Commission Fund to the Observation Tower project (NC2415).

SECTION II. That the General Project Fund be amended by appropriating \$46,492 from the Bays Mountain Park Commission Fund to the Nature Center project (GP2215).

SECTION III. That the Bays Mountain Park Commission Fund be increased by allocating \$76,492 from Fund Balance to increase the To Gen Proj-Special Rev line (612-4804-481.70-35) by \$46,492 and the General Project Fund line (612-4804-481.70-36) by \$30,000.

**Account Number/Description:**

**Fund 111: Gen Project-Special Revenue Fund**

**Observation Tower (NC2415)**

**Revenues:**

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

**Expenditures:**

111-0000-601.90-03 Improvements	\$ 100,000	\$ 30,000	\$ 130,000
<b>Total:</b>	<b>100,000</b>	<b>30,000</b>	<b>130,000</b>

**Account Number/Description:**

**General Project Fund: 311**

**BMP Nature Center (GP2215)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-391.01-00 From General Fund	20,670	0	20,670
311-0000-391.62-00 Bays Mtn Park Comm Fund	1,000,000	46,492	1,046,492
<b>Total:</b>	<b>1,020,670</b>	<b>46,492</b>	<b>1,067,162</b>

**Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 20,670	\$ 0	\$ 20,670
311-0000-601.90-03 Improvements	1,000,000	46,492	1,046,492
<b>Total:</b>	<b>1,020,670</b>	<b>46,492</b>	<b>1,067,162</b>

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

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
612-0000-392-01-00 Fund Bal Appropriations	57,000	76,492	133,492
<b>Total:</b>	<b>57,000</b>	<b>76,492</b>	<b>133,492</b>
 <b><u>Expenditures:</u></b>	 \$	 \$	 \$
612-4804-481.70-35 To Gen Proj-Special Rev	0	30,000	30,000
612-4804-481.70-36 General Project Fund	0	46,492	46,492
<b>Total:</b>	<b>0</b>	<b>76,492</b>	<b>76,492</b>

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

\_\_\_\_\_  
 PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
 ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
 RODNEY B. ROWLETT III, City Attorney

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



**AGENDA ACTION FORM**

**Public Hearing and Consideration of an Ordinance Amending Chapter 114, Article III, Division 5 of the Kingsport City Code as it Relates to Floodplain Zoning**

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

Action Form No.: AF-183-2024  
 Work Session: June 17, 2024  
 First Reading: June 18, 2024  
 Final Adoption: July 16, 2024  
 Staff Work By: Committee  
 Presentation By: Ken Weems

**Recommendation:**

- Conduct a Public Hearing
- Approve the Ordinance

**Executive Summary:**

The City of Kingsport is a participant in the National Flood Insurance Program (NFIP) administered by the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA). The NFIP provides insurance to property owners, renters, and businesses impacted by flooding. In order to participate in the NFIP the city adopted Ordinance No. 5414 which established flood plain zoning, provisions for flood hazard reduction as well as other processes and procedures. The provisions of Ordinance 5414 were incorporated into Chapter 114, Article III, Division 5 of the Kingsport Code of Ordinances and have been amended over time to comply with provisions of the NFIP.

Earlier this year, FEMA completed a Flood Insurance Study (FIS) to identify needed changes to the Flood Insurance Rate Map based on flood hazard data. As a result of the FIS, Chapter 114, Article III, Division 5 of the Kingsport Code of Ordinances needs to be amended to update changes to Community Panels listed. FEMA has also drafted a new “model ordinance” that will bring our existing floodplain ordinance into compliance with updated FEMA standards. In general, these are minor changes that include new and updated definitions along with updated wording to existing regulations.

The Kingsport Regional Planning Commission unanimously voted to send a positive recommendation to the Board of Mayor and Aldermen at their called meeting on June 17, 2024. In order to fully comply with FEMA requirements, we will hold a public hearing on this item during the second reading in July.

**Attachments:**

1. Ordinance
2. Notice of Public Hearing

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

Item X3.

ORDINANCE NO. \_\_\_\_\_

**CITY FLOODPLAIN ZONING ORDINANCE**

**AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF KINGSPORT, TENNESSEE CITY ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF KINGSPORT, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.**

BE IT ORDAINED BY THE CITY OF KINGSPORT THAT SECTIONS 114-251 – 114-290 OF THE *KINGSPORT CODE OF ORDINANCES* BE AMENDED AS FOLLOWS.

**ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES**

**Section A. Statutory Authorization**

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Kingsport, Tennessee, Mayor and the Kingsport Board of Mayor and Aldermen, do ordain as follows:

**Section B. Findings of Fact**

1. The City of Kingsport, Tennessee, Mayor and its Board of Mayor and Aldermen wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of the City of Kingsport, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

**Section C. Statement of Purpose**

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

#### **Section D. Objectives**

The objectives of this Ordinance are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodprone area;
8. To maintain eligibility for participation in the NFIP.

#### **ARTICLE II. DEFINITIONS**

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

**"Accessory Structure"** means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.
2. Accessory structures shall be designed to have low flood damage potential.

3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

**"Addition (to an existing building)"** means any walled and roofed expansion to the perimeter or height of a building.

**"Appeal"** means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

**"Area of Shallow Flooding"** means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**"Area of Special Flood-related Erosion Hazard"** is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

**"Area of Special Flood Hazard"** see **"Special Flood Hazard Area"**.

**"Base Flood"** means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

**"Basement"** means any portion of a building having its floor subgrade (below ground level) on all sides.

**"Building"** see **"Structure"**.

**"Development"** means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

**"Elevated Building"** means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

**"Emergency Flood Insurance Program"** or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

**"Erosion"** means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

**"Exception"** means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

**"Existing Construction"** means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

**"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

**"Existing Structures"** see **"Existing Construction"**.

**"Expansion to an Existing Manufactured Home Park or Subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**"Flood" or "Flooding"**

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

**"Flood Elevation Determination"** means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**"Flood Elevation Study"** means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

**"Flood Hazard Boundary Map (FHBM)"** means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

**"Flood Insurance Rate Map (FIRM)"** means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

**"Flood Insurance Study"** is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

**"Floodplain"** or **"Floodprone Area"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").

**"Floodplain Management"** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

**"Flood Protection System"** means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

**"Floodproofing"** means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

**"Flood-related Erosion"** means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

**"Flood-related Erosion Area"** or **"Flood-related Erosion Prone Area"** means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

**"Flood-related Erosion Area Management"** means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

**"Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.



**"Functionally Dependent Use"** means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**"Highest Adjacent Grade"** means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

**"Historic Structure"** means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the City of Kingsport, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - a. By the approved Tennessee program as determined by the Secretary of the Interior or
  - b. Directly by the Secretary of the Interior.

**"Letter of Map Change (LOMC)"** means an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

**"Letter of Map Amendment (LOMA)"** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area.

**"Conditional Letter of Map Revision Based on Fill (CLOMR-F)"** A determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

**"Letter of Map Revision Based on Fill (LOMR-F)"** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In

order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

**"Conditional Letter of Map Revision (CLOMR)"** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM.

**"Letter of Map Revision (LOMR)"** Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

**"Levee"** means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

**"Levee System"** means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

**"Lowest Floor"** means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

**"Manufactured Home"** means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

**"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**"Map"** means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

**"Mean Sea Level"** means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929,

the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

**"National Geodetic Vertical Datum (NGVD)"** means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

**"New Construction"** means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

**"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

**"North American Vertical Datum (NAVD)"** means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

**"100-year Flood"** see **"Base Flood"**.

**"Person"** includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

**"Reasonably Safe from Flooding"** means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

**"Recreational Vehicle"** means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**"Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**"Regulatory Flood Protection Elevation"** means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

**"Riverine"** means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

**"Special Flood Hazard Area"** is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

**"Special Hazard Area"** means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

**"Start of Construction"** includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**"State Coordinating Agency"** the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

**"Structure"** for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**"Substantial Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

**"Substantial Improvement"** means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

**"Substantially Improved Existing Manufactured Home Parks or Subdivisions"** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**"Variance"** is a grant of relief from the requirements of this Ordinance.

**"Violation"** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

**"Water Surface Elevation"** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

### **ARTICLE III. GENERAL PROVISIONS**

#### **Section A. Application**

This Ordinance shall apply to all areas within the incorporated area of the City of Kingsport, Tennessee.

#### **Section B. Basis for Establishing the Areas of Special Flood Hazard**

The Areas of Special Flood Hazard identified on the City of Kingsport, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Number(s) 47073C0140D and 47073C0285D dated July 3, 2006, Panel Number(s) 47163C0030D, 47163C0035D, 47163C0040D, 47163C0045D, 47163C0055D, 47163C0060D, 47163C0065D, 47163C0070D, 47163C0210D, 47163C0230D, 47163C0235D, 47163C0245D, and 47163C0255D dated September 29, 2006, Panel Number 47073CIND0E dated June 6, 2024 and Panel Number(s) 47163CIND0B and 47163C0260E dated July 31, 2024, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

#### **Section C. Requirement for Development Permit**

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

#### **Section D. Compliance**

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

#### **Section E. Abrogation and Greater Restrictions**

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

**Section F. Interpretation**

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

**Section G. Warning and Disclaimer of Liability**

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Kingsport, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

**Section H. Penalties for Violation**

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute an offense and any person who violates this Ordinance or fails to comply with any of its requirements shall, upon adjudication thereof, pay a penalty of \$50.00 for each offense and all costs and expenses involved in the case. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Kingsport, Tennessee from taking such other lawful actions to prevent or remedy any violation.

**ARTICLE IV. ADMINISTRATION**

**Section A. Designation of Ordinance Administrator**

The city Building Official is hereby appointed as the Administrator to implement the provisions of this Ordinance.

**Section B. Permit Procedures**

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage

- a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- e. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
  - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
  - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
  - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
  - A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development



permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

**Section C. Duties and Responsibilities of the Administrator**

Duties of the Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.

5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of Kingsport, Tennessee FIRM meet the requirements of this Ordinance.
11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
12. A final Finished Construction Elevation Certificate (the latest edition of the FEMA Elevation Certificate Form) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the

flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

## **ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **Section A. General Standards**

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;

12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

## **Section B. Specific Standards**

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

### **1. Residential Structures**

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

### **2. Non-Residential Structures**

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
  - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
  - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
  - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:

- 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
  - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).
- c. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Article V, Sections A and B.
  - d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
  - e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
    - 1) Be on the site for fewer than 180 consecutive days;
    - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
    - 3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

**Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated**

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data, using the same methodologies as in the effective Flood Insurance Study for Kingsport, Tennessee and certification thereof;
2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, floodway width or base flood discharge provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.
3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

**Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated**

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data using the same methodologies used in the effective Flood Insurance Study for Kingsport, Tennessee.
2. A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply

for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.

3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

**Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)**

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of Kingport, Tennessee. The engineering certification should be supported by technical data using the same methodologies used in the effective Flood Insurance Study for Kingsport, Tennessee.
5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V,



Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

**Section F. Standards For Areas of Shallow Flooding (Zone AO)**

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(1) (c) and Article V, Section B(2).
3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

**Section G. Standards For Areas of Shallow Flooding (Zone AH)**

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

**Section H. Standards For Areas Protected by Flood Protection System (A-99 Zones)**

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

**Section I. Standards for Unmapped Streams**

Located within the City of Kingsport, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.
3. ONLY if Article V, Section I, provisions (1) and (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

**ARTICLE VI. VARIANCE PROCEDURES**

**Section A. City Board of Zoning Appeals**

1. Authority

The City of Kingsport, Tennessee Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. Procedure

Meetings of the City Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the City Board of Zoning Appeals shall be open to the public. The City Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the City Board of Zoning Appeals shall be set by the Board of Mayor and Aldermen.

3. Appeals: How Taken

An appeal to the City Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the City Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, the appellant shall pay the necessary fee, as established in the annual fee resolution adopted by the Board of Mayor and Aldermen. The Administrator shall transmit to

the City Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The City Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than ten days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The City Board of Zoning Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The City of Kingsport, Tennessee Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the City Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
  - a) The danger that materials may be swept onto other property to the injury of others;
  - b) The danger to life and property due to flooding or erosion;
  - c) The susceptibility of the proposed facility and its contents to flood damage;
  - d) The importance of the services provided by the proposed facility to the community;
  - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
  - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

- g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
  - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the City Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.
  - 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

**Section B. Conditions for Variances**

- 1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
- 2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
- 3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
- 4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

**ARTICLE VII. LEGAL STATUS PROVISIONS**

**Section A. Conflict with Other Ordinances**

In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the City of Kingsport, Tennessee, the most restrictive shall in all cases apply.

**Section B. Severability**

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

**Section C. Effective Date**

This Ordinance shall become effective on July 26, 2024, in accordance with the Charter of the City of Kingsport, Tennessee, and the public welfare demanding it.

Approved and adopted by the City of Kingsport, Tennessee, Mayor and the Kingsport Board of Mayor and Aldermen.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of Kingsport, Tennessee

Attest: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date of Public Hearing

1st Reading \_\_\_\_\_

2nd Reading \_\_\_\_\_

\_\_\_\_\_  
Date of Publication of  
Caption and Summary

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, July 16, 2024 to consider **AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF KINGSPORT, TENNESSEE CITY ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF KINGSPORT, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.**

The proposed ordinance amends Kingsport Code of Ordinances section 114-251 – 114-290, by updating to the City's flood plain management measures as required by the Federal Emergency Management Agency. Changes include but are not necessarily limited to the definition of new terms, changes to flood insurance rate map community panel numbers, changes to permit procedures, changes to the duties and responsibilities of the administrator, changes to standards for special flood hazard areas with established base flood elevations, changes to the standards for areas of special flood hazard zones AE, changes to standards for areas of shallow flooding, and changes to standards for unmapped streams. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

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

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9485 or by emailing [ADAContact@KingsportTN.gov](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 6/24/2024



**AGENDA ACTION FORM**

**Consideration of a Resolution to Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents**

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

Action Form No.: AF-191-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
The administration desires to enter into an agreement for the purpose of continuing current services provided by Frontier Health/Holston Children and Youth Services for alcohol and drug prevention, behavioral health interventions, and student assistance services.

The agreement total will be \$135,000.00.

Funding for this agreement is contained in General Purpose fund 141-7250-773.03-99.

The Board of Education approved this motion on July 9, 2024.

**Attachments:**  
Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools currently receives services from Frontier Health/Holston Children and Youth Services for alcohol and drug prevention, behavioral health interventions, and student assistance services; and

WHEREAS, the city would like to continue these services for the 2024-2025 school year; and

WHEREAS, the cost for the services shall not exceed \$135,000.00, and funding is available in account 141-7250-773.03-99; and

WHEREAS, the Board of Education approved this motion on July 9, 2024.

Now therefore,

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

SECTION I. That an agreement with Frontier Health/Holston Children and Youth Services is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, the agreement with Frontier Health/Holston Children and Youth Services 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:

**FRONTIER HEALTH/Holston Children and Youth Services  
And City of Kingsport for KINGSPORT CITY SCHOOLS  
CONTRACTUAL AGREEMENT  
Local Program  
SY 2024-2025**

**PARTIES:**

Holston Children and Youth Services/Frontier Health (FH) and the City of Kingsport for its Kingsport City Schools (herein Kingsport City School System or Kingsport Board of Education) are the parties to this contract (herein Contract) for alcohol and drug prevention, behavioral health interventions, and student assistance services.

**CONTRACT:**

For, and in consideration of mutual advantages occurring to each of the parties hereto, said parties have agreed and do hereby obligate and bind themselves as follows:

- A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.
- B. Counseling services will be provided on a full-time basis with the following guidelines:
  - a. Student Assistance Counselor will be available at John Sevier and Ross N. Robinson Middle Schools for four (4.5) days per week (36 hours) or 65% of their time dedicated to



- the school system with allowance for billing third party sources as deemed medically necessary at 35% of their time.
- b. One Masters level School Wide Behavioral Therapist will be available to the school system for any school needing specialized services working with any student in the school population and with the two current school behaviorists for four and a half (4.5) days per week (36 hours) or 70% of their time dedicated to the school system with allowance for billing third party sources as deemed medically necessary at 30% of their time.
  - c. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students.
  - d. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to ensure student safety and well-being.
- C. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City School System.
  - D. Payment for services described in section B will be \$135,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City School System for FH staff to bill third party payer sources as appropriate for additional clinical services as deemed medically necessary.
  - E. The contract sum is to be paid in three installments.
  - F. Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education.
  - G. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services.
  - H. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract.
  - I. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract.
  - J. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.
  - K. Frontier Health will fully comply and require its contractors and agents to fully comply with the requirements contained in Tenn. Code Ann. § 49-5-413(d) pertaining to required background checks for individuals, who will have direct contact with school children or a childcare center or have access to the grounds of a school when children are present. Frontier Health will have mandatory background checks as set out in the statute, and Frontier Health has a duty to require such individuals to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with the children or to enter school grounds. Frontier Health agrees that no employee or contractor of vendor to whom Tenn. Code Ann. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted

of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i.) A sexual offense or a violent sexual offense as defined in T.C.A. § 40-39-202;
- (ii.) Any offense in title 39, chapter 13 (offenses against persons);
- (iii.) T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson);
- (iv.) T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- (v.) T.C.A. §§39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
- (vi.) T.C.A. § 39-17-417 (controlled substances offenses)
- (vii.) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- (viii.) Any other offense in title 39, chapter 17, part 13 (weapons).

Frontier Health shall certify in writing to District that all employees of Frontier Health or its contractors providing services to students or entering on school grounds when children are present have successfully completed the required background check or otherwise complied with Tenn. Code Ann. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualifications under Tenn. Code Ann. § 49-5-413(d).

**ASSURANCES:**

Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Contract:

- A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
- B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.

**OTHER PROVISIONS:**

- A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the Contract shall not be binding unless assented to by all parties in writing.
- B. This Contract shall be effective as of July 1, 2024, through June 30, 2025.
- C. This Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination. In that event, FH shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
- D. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

**IN WITNESS WHEREOF**, this Contract is executed by the parties through their authorized officers or representatives.

{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 16<sup>th</sup> day of July 2024.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST

\_\_\_\_\_  
ANGIE MARSHALL, Deputy City Recorder

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney



**AGENDA ACTION FORM**

**Consideration of a Resolution to Purchase Four (4) Pull Behind Truck Leaf Loaders from Sourcewell Cooperative Contract**

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

Action Form No.: AF-187-2024  
 Work Session: July 15, 2024  
 First Reading: N/A  
 Final Adoption: July 16, 2024  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Leonard

**Recommendation:**

Approve the resolution

**Executive Summary:**

It is the recommendation of the committee to purchase Four (4) Pull Behind Truck Leaf Loaders from Cox Tractor utilizing Sourcewell Cooperative Purchasing Contract #031121-SCG for use by Grounds Maintenance. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 3-4 months after PO is received.

<u>\$13,064.22</u>	Unit Cost
\$52,256.88	Total Purchase Price

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

Please see the attached recommendation memo for additional information & Sourcewell Cooperative Contract.

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

**Attachments:**

1. Resolution
2. Recommendation Memo
3. Quote
4. Sourcewell Cooperative Contract

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

Item XI2.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO COX TRACTOR UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 031121-SCG FOR FOUR PULL BEHIND LEAF LOADERS FOR USE BY THE PUBLIC WORKS DEPARTMENT

WHEREAS, staff recommends the purchase of four (4) pull behind truck leaf loaders utilizing Sourcewell Cooperative Purchasing Contract #031121-SCG for use by the Public Works Department; and

WHEREAS, the city participates in the Sourcewell purchasing cooperative; and

WHEREAS, Tenn. Code Ann. §12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of equipment; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Cox Tractor, in the amount of \$52,256.88; and

WHEREAS, funding for this equipment is available in project account #51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Cox Tractor for four (4) pull behind truck leaf loaders utilizing Sourcewell Cooperative Purchasing Agreement # 031121-SCG, for use by the public works department in the amount of \$52,256.88.

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 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



# FLEET MAINTENANCE DEPARTMENT

## City of Kingsport

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** June 19, 2024  
**Re:** Fleet Replacement units 1208,1469,1343,1533 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 1208,1469,1343,1533 for the total purchase price of \$52,256.88 (\$13,064.22 each). These units meet the expectations of Grounds Maintenance and will fulfill the requirements of their operational needs. These units will be purchased through the Sourcewell Contract # 031121-SCG. A copy of the Sourcewell Contract is attached. The estimated delivery is 3-4 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	4	PULL BEHIND TRUCK LEAF LOADER	COX TRACTOR	City/ Hwy

**These unit will be a Fleet Replacements**

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

The Sourcewell offerings were reviewed by Tim Elsea and he is in agreement with this recommendation.

**Fuel Economy Improvement**

N/A

**Sourcewell Contract # 031121-SCG**

**Replacements**

1208	1994 Giant Leaf Vac Machine	Mileage	Hours N/A
1343	1997 Giant Leaf Vac Machine	Mileage	Hours N/A
1469	2000 Giant Leaf Vac Machine	Mileage	Hours N/A
1533	2002 Giant Leaf Vac Machine	Mileage	Hours N/A

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

Thank you.



# Retail Purchase Order



**Mahindra**



**JOHN DEERE**

TO **Cox Tractor Co., Inc.** www.coxtractor.com 6-18-24  
Date  
 Dealer  
 2720 John B. Dennis Hwy. Kingsport, TN 37660 423-288-2451

FROM: Dealer Town and State  
*City of Kingsport*  
 Customer's Name Telephone Number

Street or Route No. Town County State Zip  
 CUSTOMER EMAIL

Qty.	Model	Description	Serial Number	Stock Number	CASH PRICE
1	TLB25-37CH	Industrial Tow Behind Truck Loader			\$13,064.22
1	TLB25-37CH	Industrial Tow Behind Truck Loader			\$13,064.22
1	TLB25-37CH	Industrial Tow Behind Truck Loader			\$13,064.22
1	TLB25-37CH	Industrial Tow Behind Truck Loader			\$13,064.22

**BILL OF SALE FOR PROPERTY TAKEN IN TRADE**  
 For value received I/we hereby bargain and sell, grant and deliver to DEALER named above

SERIAL NO.	AMOUNT
	\$
	\$
	\$
	\$
	\$

NET TOTAL	\$52,256.88
TRADE IN ALLOWANCE	0
SUB TOTAL	\$52,256.88
TAX	GOV.
SUB TOTAL	\$52,256.88
DOWNPAYMENT	
BALANCE DUE DEALER	\$52,256.88

I, the undersigned farmer, hereby certify that all purchases made by me from the above named dealer on and after this date, unless otherwise specified on each order, will be purchased exclusively for use in agricultural production for market, and are exempt from the State sales and use tax. This equipment will not become attached to realty.

I further certify that I am engaged in the business of producing agricultural products for market, that I am marketing agricultural products produced by me, and that this Certificate of Exemption, to the best of my knowledge and belief, is true and correct, made in good faith, pursuant to the State Retail Sales and Use Tax Act.

(Signature of Farmer)

Used equipment has **NO WARRANTY** unless specifically expressed in writing. Warranty does not cover transport of equipment.

\* \_\_\_\_\_  
 signature of buyer

DELIVERED OUT OF STATE \_\_\_\_\_  
 signature of buyer

DELIVERY INFORMATION \_\_\_\_\_

SHOP DEPT INSTRUCTIONS \_\_\_\_\_

**FINANCING INFORMATION:**

AMOUNT \_\_\_\_\_

PAYOFF AMOUNT \_\_\_\_\_

APR \_\_\_\_\_ INSURANCE: physical damage \_\_\_\_\_

life \_\_\_\_\_

TERM: \_\_\_\_\_

ESTIMATED PAYMENT \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

*Sourcewell Numbers*

*City of Kingsport 29779*

*Scag 031121-SC6*

ACCEPTED: *Cell#*  
*Carter Shipley* 423-963-5639  
 salesman

Item X12.

*Price is Good For 30 Days*



**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Metalcraft of Mayville, Inc., d.b.a. Scag Power Equipment Inc., 1000 Metalcraft Dr., Mayville, WI 53050 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

## **7. CUSTOMER SERVICE**

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

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

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

#### **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their



respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*



- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Metalcraft of Mayville Inc. dba Scag Power Equipment Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
4/28/2021 | 12:17 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Glenn Sacchi*  
82E437E78221493...  
By: \_\_\_\_\_  
Glenn Sacchi  
Title: Field Sales Manager  
4/28/2021 | 3:52 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
4/28/2021 | 3:54 PM CDT  
Date: \_\_\_\_\_

# RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

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## Vendor Details

Company Name: Scag Power Equipment  
Address: 1000 Metalcraft Dr  
Mayville, Wisconsin 53050  
Contact: Glenn Sacchi  
Email: gsacchi@scag.com  
Phone: 920-644-8142  
Fax: 920-644-8100  
HST#:

## Submission Details

Created On: Tuesday January 26, 2021 14:36:58  
Submitted On: Wednesday March 10, 2021 13:51:39  
Submitted By: Glenn Sacchi  
Email: gsacchi@scag.com  
Transaction #: 266e1fa9-4eb5-4069-8bc9-7979c9936ce3  
Submitter's IP Address: 71.13.128.34

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Metalcraft of Mayville, Inc., d.b.a. Scag Power Equipment Inc.
2	Proposer Address:	1000 Metalcraft Dr. Mayville WI., 53050
3	Proposer website address:	www.scag.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Glenn Sacchi - Field Sales Manager 1000 Metalcraft Dr. Mayville WI., 53050 gsacchi@scag.com 920.644.8142
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Glenn Sacchi - Field Sales Manager 1000 Metalcraft Dr. Mayville WI., 53050 gsacchi@scag.com 920-644-8142
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dennis Opalacz - Director Of Sales 1000 Metalcraft Dr. Mayville WI, 53050 dopalacz@scag.com 920-644-8100

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Scag Power Equipment, a division of Metalcraft of Mayville, was founded in 1983. Originally the Scag product was manufactured under contract with Metalcraft of Mayville, Inc., in Mayville Wisconsin. In 1986 Metalcraft purchased Scag power Equipment marking a period of tremendous growth for the company. Scag's core values and business philosophy is deeply rooted and essentially founded in parent company Metalcraft of Mayville's corporate objectives.</p> <p>GOD – Conduct our day-to-day business so as to honor and glorify our Lord Jesus Christ.</p> <p>CUSTOMERS – Work continuously to provide excellent service at a fair price while striving to be the best at whatever we do.</p> <p>EMPLOYEES- Provide an environment in which each individual can maximize their unique talents.</p> <p>STOCKHOLDERS - Profitably grow the business in a manner that's consistent with our corporate objectives.</p> <p>Our combined workforce has a wide array of specialized skills that span multiple industries. Of the many factors that fuel our success, the one that best relates exactly to our longevity in the ultra-competitive business of outdoor power equipment is our parent company's expertise as a custom metal fabricator. While other companies are outsourcing most of the necessary steel components to build their machines, Scag's cutting edge designs and Metalcraft's manufacturing ability sets the brand apart from its competitors; especially when it comes down to controlling costs and attention to detail.</p> <p>Metalcraft has over 1 million square feet of manufacturing facilities located in Mayville, West Bend and Beaver Dam Wisconsin. Laser cutting equipment, robotic welders and powder paint lines enclosed in a dust free environment, are some of the state-of-the-art equipment utilized by Metalcraft. Scag's administrative, sales, marketing, engineering, technical service support plus research and development offices are housed and headquartered in Mayville Wisconsin. Scag tests all its new and existing equipment at its onsite Mayville R&amp;D facilities and field test sites throughout the United States to simulate and provide "real life" conditions. The difference in a products quality and durability can in part be traced back to the quality of its components. We are the designer. We are the fabricator. We are the assembler. With these things all done under "1 roof" we feel we can better control the design, build quality and integrity of our brand of products.</p>	*
8	What are your company's expectations in the event of an award?	<p>Scag Power Equipment would expect to increase its cooperative contract business in proportion to the depth and breadth of Sourcewell's participating agencies. We would further expect to broaden our exposure to participating Sourcewell entities while encouraging qualified non cooperative purchasing entities to sign up. We have had numerous inquiries over the years regarding Sourcewell from potential end user customers and our retail dealer base. Most all of these inquiries were asking about using a Sourcewell contract to buy Scag or asking that we investigate offering our brand through Sourcewell. We are aware of preferences in the cooperative purchasing space. The Sourcewell brand is a known and respected quantity. Offering "exceptional products from nationally acclaimed suppliers" we expect that positioning or associating our brand with this statement will increase our presence and add credibility in all eligible sectors.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached.	*
10	What is your US market share for the solutions that you are proposing?	<p>Scag Power Equipment has 12.1% market share as reported by Randall-Reilly – EDA. EDA is a data driven platform providing both brand and market specific intelligence. From equipment leasing trends, manufacturer unit growth to specific geographic hot spots, EDA can provide the detailed histories of more than 15 million units financed since 1990.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>We have a distributor located in Burlington Ontario, Canada that is actively servicing our provincial retail dealer base. Currently, we do not have market share numbers for Canada.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Metalcraft of Mayville Inc. d.b.a. Scag Power Equipment Inc., has never petitioned for bankruptcy protection.</p>	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>As a division of Metalcraft of Mayville Inc. Scag Power Equipment is best described in option b, and in fact, the manufacturer of Scag branded lawn maintenance, debris and turf management equipment. Our equipment is exclusively sold domestically and internationally through two step distribution. Our total dedicated sales &amp; service force is layered and reflects this model. On the sales side of our business Scag employs three Regional Sales Managers (RSM's) and one Field Sales Manager all of whom report to the corporate Director of Sales. Some responsibilities of the RSM's include working closely with their assigned wholesale distributors in developing specific market sales strategies and broader based dealer programming. In addition, our RSM's assist the distributor sales staff in training dealers and end users on proper operation, safety and applications of our equipment. This training is done on an ongoing basis. Each of our eight U.S. distributors employs Territory Managers (TM's). These TM's have responsibilities that include development and maintenance of the network of independent servicing authorized Scag dealerships. The final link in the retail chain is uniting the end user and their Scag machine. Scag Power Equipment is retailed exclusively through a network of over 1200 independent servicing dealerships. On the service side of the business, standard repairs, warranty service, preventative maintenance are made available through any authorized Scag dealerships. All Scag dealers are authorized service centers for Scag products and the various engines that power them. The Scag distributor, in addition to their internal and external sales force, is required to have a technical service department. The distributor technical service department offers direct assistance and manages the day-to-day business of advising and assisting the Scag servicing dealer. The Scag distributor service team is trained and qualified to act for Scag Power Equipment on their behalf, authorized by Scag's technical service team. The Scag technical service team consists of a Technical Service Specialist, Technical Service Manager and a Director of Technical Services. Our service department works closely with our distributor's service department who works closely with our dealer's service department all of whom are ultimately focused on the customer experience. To summarize, the sales and service teams dedicated to Scag Power Equipment are employed by Scag, and 3rd party distributors and our dealers.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>The Clean Air Act requires that all engines and vehicles be covered by a certificate of conformity before they can enter into commerce. I have attached EPA Certificates of Conformity for both Kohler and Briggs &amp; Stratton engines that are utilized on our finished products.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Metalcraft of Mayville Inc. d.b.a. Scag Power Equipment has not been suspended or debarred from doing business with the government within or beyond the past 10 years.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Scag Power Equipment is the proud recipient of the 2020 Equipment Dealers Association's "Dealer's Choice Award". This award, given for the top rated Outdoor Power Equipment Manufacturer, is Scag's 4th consecutive and 5th top level win in 7 years. Founded in 1900, the Equipment Dealers Association (EDA) is a non-profit trade organization representing 4,500 retail dealers extensively engaged in the sale and service of agricultural, construction, industrial, forestry, outdoor power, lawn and garden, and/or turf equipment. EDA provides essential value to its members by enhancing the dealer-manufacturer relationship and advocating for a positive legislative and regulatory environment. The Equipment Dealers Association is headquartered in St. Louis, MO and is affiliated with regional associations located throughout the United States and Canada.</p> <ul style="list-style-type: none"> <li>• <a href="https://www.equipmentdealer.org/">https://www.equipmentdealer.org/</a></li> </ul> <p>Scag Power Equipment has also been recognized by EPG Media's Landscape Business's (formerly Landscape &amp; Irrigation) "Twenty for 2018" new product award for its "V-Ride II" stand on mower. The "Twenty for 2018" new product awards recognizes 20 products for the commercial landscape and irrigation markets for the year noted. Scag also was recognized in 2019 for the "Windstorm" stand on blower. Products were judged by the EPG Media and Specialty Information editorial staff based on innovation, marketability and application within the market.</p> <ul style="list-style-type: none"> <li>• <a href="https://epgmediallc.com/power-group/">https://epgmediallc.com/power-group/</a></li> </ul>
17	What percentage of your sales are to the governmental sector in the past three years	We do not track these sales as individual categories i.e. federal governmental, state government, municipal, educational etc., but do track these sales as tax exempt entities. We would estimate as a percentage of our whole goods sales, governmental and education sector purchases combined, average 7.8% over the past three years.
18	What percentage of your sales are to the education sector in the past three years	We do not track these sales as individual categories i.e. federal governmental, state government, municipal, educational etc., but do track these sales as tax exempt entities. We would estimate as a percentage of our whole goods sales, governmental and education sector purchases combined, average 7.8% over the past three years.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Scag Power Equipment current holds contracts for HGACBuy, BuyBoard and NCPA. We have directly held the HGACBuy (Houston-Galveston Area Council) contract #GR01-20 – Grounds & Turf Equipment since January 1st 2020. The annual sales volume generated for Scag in our first year totaled \$109,574. We have directly held the BuyBoard contract #611-20 – Grounds Maintenance Equipment, Irrigation Parts, Supplies, and Installation since June 1st of 2020. For the seven-month period ending on 12/31/2020 our sales volume totaled \$90,062. Effective January 1st, we have been awarded the NCPA (National Cooperative Purchasing Alliance) contract #02-108 – Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Equipment and Services. We have not yet generated any sales for the single month that we have held this contract. To administer these contracts, we have designated our distributors as authorized resellers to work in conjunction with our national dealer network.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Scag Power Equipment does not currently hold a GSA contract for its equipment; however, our Florida distributor, Florida Outdoor Equipment has held the GSA contract GS-21F-0042Y which included Scag Power Equipment up until August of 2020. Florida Outdoor Equipment offered Scag branded products through GSA on this contract. We had decided in 2020 to propose our own GSA offer and asked of Florida Outdoor Equipment to modify their contract to remove Scag products to which they agreed. Scag Power Equipment has submitted its own proposal to GSA on August 3 of 2020 and is awaiting further direction from our assigned contract officer. We feel that we can devote more resources on a national level to market, promote and target potential customers while engaging all our distributors with this effort. Our intention is to administer and service this contract through our distributors with support from our authorized Scag dealers. The annual sales reported here is for Scag sales on the Florida Outdoor Equipment GSA contract GS-21F-0042Y. Sales for 2018 were \$148,000. Sales for 2019 were \$225,000 and for the partial year 2020 through July, sales were \$104,000.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Birmingham Alabama	Cedric Roberts Director - Equipment Management	205-254-6300	*
Denver Parks and Recreation, Denver Colorado	Abby McNeal Operations Supervisor / Assistant Director of Parks	730-913-1311	*
Parks Division, City of St. Louis Missouri	Matt Winkler	314-289-5300	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Department of General Services, Bureau of Procurement	Government	Pennsylvania - PA	Statewide Contract - 4400020093 - Grounds & Turf Equipment	Various	\$200,000 Over the last three years	*
Commonwealth of Massachusetts	Government	Massachusetts - MA	Statewide Contract - FAC88	Various	\$176,000 Over the last three years	*
State of Maryland	Government	Maryland - MD	Statewide Contract - BPO#001B6400534	Various	\$110,000 Over the last three years	*
City of Birmingham AL	Government	Alabama - AL	Multiple division non-contract equipment purchases over many years. State Contract awarded in 2020.	2020= 0 2019= 10 Machines 2018= 6 Machines 2017=32 Machines	\$135,000 Over the last three years.\$385,000 Over the last four years.	*
City of Denver Colorado Parks and Recreation	Government	Colorado - CO	Multiple non-contract equipment purchases over many years.	2020=0 Machines 2019=30 Machines 2018=0 Machines	\$275,000 Over the last three years.	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Scag Power Equipment employs a factory - national level sales force of 5; 3 Regional Sales Managers, 1 Field Sales Manager and 1 Director of Sales. Our Regional Sales Managers work directly with each of their assigned distributors on developing and maintaining retail sales and end user relationships. Each of our 9 distributors, 8 U.S. and 1 Canadian, employ their own Territory Manager sales force that works directly with our authorized sales and servicing dealerships. These Territory Managers work in tandem with their Scag assigned Regional Sales Manager as well as other inside sales, servicing and marketing personnel within their respective distributorships. Scag products are sold and serviced through a network of over 1200 authorized servicing dealerships in the U.S. and Canada. Each one of these independent dealers employ factory trained service and sales personnel and work closely with their Scag distributor. The total number of full time sales employees collectively selling Scag at any given time would amount to over 2000. Most all of these would be at the dealer level or 3rd party employed, and considered front line or retail point of contact sales oriented. As previously mentioned, Scag directly employs 5 from the factory and our wholesale distribution sales force would be around 95 including sales managers, inside sales coordinators and Territory managers.	*



24	Dealer network or other distribution methods.	Scag Power Equipment offers its products for retail utilizing the 2 step distribution method. All retail activity is done exclusively through our network of over 1,200 of the industry's "best in class" sales and servicing dealerships. This dealer network, servicing the U.S. and Canada, stays stocked and trained by our strategically located distributor network. This assures the steady local supply of equipment and service support to all our end user customers.	*
25	Service force.	Scag Power Equipment directly employs a full time factory service force of 3; 1 Director of Technical Service, 1 Technical Service Manager and 1 Assistant Technical Service Manager. Our in house service team works directly with our U.S. and Canadian distributors each day in the technical service support of our products, dealers and our end users. Our distributors employ collectively over 30 associated personnel in their service departments and offer a variety of associated services. Our front line service capabilities are extensive. Each one of our factory authorized dealers as a condition of representing our brand must employ qualified technicians. These service techs are required to further their training and demonstrate their technical ability through our training platform Scag University. Scag University offers general industry and Scag specific technical service and sales training, both on-line and hands on. The online courses get progressively more detailed and difficult as "students" advance through the programs by completing each lesson - in the order they are made available. This advancement culminates with Gold level in person training and testing. Each of our 1, 200 dealers are required to employ at least 1 technician; most employ more than 1. The total number of front line full time technicians available to support and service Scag Power Equipment specifically at any given time would be over 1,800. The number of non Scag dealers available to fix the various engine brands that Scag uses is more than twice that. Over 1,800 3rd party employed factory authorized service technicians guided by at least 9 Scag distributors service teams totaling more than 30, again 3rd party employed, working in conjunction and under the guidelines of the National Scag Service Force of 3.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Scag Power Equipment and has several processes and procedures to ensure customer service throughout the chain of distribution. Our goal of having our retail dealers being completely satisfied with our product is second only to that of our end user customers satisfaction – commercial or residential. The Scag name has endured the test of time. One of the ways we measure our success has been the ability to take care of all our customers – tax paying and tax exempt. We see many sales inquiries coming through our website utilizing our exclusive Build A Mower tool. The response to these inquiries is measured in hours – not days. We fully support and uphold all of the warranty, service policies and guidelines described within our published literature. Because of our more focused scope (mowers, debris & turf only) of products and our system of being a "complete" manufacturer, not just an assembler, we can act more quickly than most in a support role. One of the ways we provide this level of customer service is through the ongoing training of our direct and third party sales & service representatives. Scag has developed an exclusive educational platform named Scag University. Scag University is a blend of internet and hands on training modules that focus on product features, applications, safety, service, retail finance etc. This training is required for all Scag's direct employees and distributor sales and service teams. In addition, all Scag dealers, as a requirement to maintain their authorized dealer status, are required to have separate people, one from sales and one from service, take the training and pass the tests. Having fully trained brand representatives helps achieve the highest level of customer satisfaction. Developed in 2014, Scag University has certified over 3,422 sales and 3,458 service representatives. Between Sales and service there 264 courses to complete and is structured throughout three levels - Bronze, Silver and Gold. Gold level training classes are held in person and offered to small groups of no larger than 20 per class. Scag and its distributor's also work with each of their dealers to qualify for the Scag "Pro Gold" Dealer Excellence Program. This special program offers any qualifying Scag dealer special recognition by certifying that this/these dealers consistently deliver the highest level of service, sales and parts support that professional landscapers require. Through factory incentives these dealers stock a more comprehensive inventory of Scag equipment, accessories and parts to better service all their customers. A limited number of Scag dealers qualify for the elite Pro Gold program. There are significant incentives offered by both factory and distribution to reward dealers for achieving Scag Pro Gold status. In addition to the training requirements and dealer excellence incentives, Scag offers dealers at no charge, a technical service website tool Scagtech. While some manufacturers offer parts look up and service assistance through third party subscription services, Scag offers a large 24/7 access platform that is subscription free for its dealers and continuously updated in real time by the factory service team. This assures that dealers are emailed notification of critical information and update postings that are not slowed down by a 3rd party interface.	*



27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	If awarded a contract, Scag's ability to provide products and services to any Sourcewell participating entity is already in place. Scag will service this contract utilizing its authorized network of trained and fully stocked sales and servicing dealerships. In the event that certain product is not available at a particular dealership for purchase by a participating entity, Scag has the ability and will work with its distributors or other local dealers to transfer product when and where needed. Scag, its distributors and its dealers have been servicing the government and municipal market segments for many years. We are excited and willing to participate in a Sourcewell Cooperative Purchasing Contract and look forward to the advantages of simplified procurement for both buyer and seller.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Scag's ability to provide products and services to any Sourcewell participating entity is not limited to the United States. Like its plan to service an awarded contract domestically, Scag will service this contract utilizing its authorized network of trained and fully stocked sales and servicing dealerships in Canada. In the event that certain product is not available at a particular dealership for purchase by a participating entity, Scag has the ability and will work with its distributor or other local dealers to transfer product when and where needed. Scag's Canadian distributor has been servicing its government and municipal market segments for many years. We are excited and willing to participate in a Sourcewell Cooperative Purchasing Contract and look forward to the advantages of simplified procurement for both buyer and seller. In addition we would like to make clear that we intend to add to the Sourcewell participating entity rolls by encouraging qualifying existing Scag customers in both the U.S. and Canada to sign up.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Scag is prepared to service all areas of the U.S. and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors that Scag cannot service. The selection and placement of Scag dealers across the U.S. is strategic in nature, with total U.S. coverage in mind. However, Scag does not have a dealership on every corner. Care is taken in any given market to partner with the strongest dealerships in a pattern that does not "stack" dealers on top of each other. This philosophy helps our dealers grow stronger and promotes healthy competition. It also gives our customers a reasonable local array of dealer choices. There are few regions of the U.S. including but not limited to the U.S. Territories, Puerto Rico, Guam, Virgin Islands (U.S.), and the Commonwealth of the Northern Mariana Islands that may be more challenging for supply and service. We have limited presence in these areas. We shall make every effort to fulfill any contract request as economically as possible. Due to the remote nature of some of these regions, additional charges may be necessary and shall be addressed with buyers on a case by case basis. In addition, our existing contracts do not have restrictions on promoting other contracts priced similarly.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping costs to Hawaii, Alaska and the US Territories will be the responsibility of the buying member. Local delivery will remain free within 25 miles of the local Scag dealership that handles the transaction. Delivery in excess of 25 miles from the dealer handling the transaction may be subject to additional delivery charges and shall be quoted on a case by case basis. The Sourcewell administration fee shall not be paid on shipping or delivery.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon a successful contract award, Scag is prepared to immediately notify all distributor sales teams while itself preparing to add information about the cooperative opportunity on its website. We will additionally encourage our distributors to add this contract information and appropriate approved Sourcwell materials to their Scag approved websites. We will further coordinate an effort to compliment any electronic notifications with press releases and point of sales materials to be made available at regional trade shows and individual dealer open houses. We shall also update our Scag University program materials to reflect the addition of the Sourcwell contract with instruction on how to utilize the contract with qualifying entities. In addition to print and electronic notification, training and press releases, we have many 3rd part sales representatives that will carry this opportunity with them while the conduct their ever day in person sales and courtesy calls to existing qualified municipal contacts.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The various social media platforms that we participate in are predominately used as a medium for the Scag mower or turf and debris equipment customer, or potential customer, to ask questions, interact with each other, and share their passion for the Scag brand. We post close to 80% user/dealer/distributor generated content and 20% Scag (promotional feel) content. We often hear that our social media platforms are used in sales pitches by dealers/distributors/etc. to not only showcase our lineup of products, but to demonstrate the value they provide to current or prospective end users. These platforms are an additional line of communication between the brand and its end user customers. We constantly monitor these sites and respond when appropriate. Our factory availability is enhanced through a "Contact Us" form on Scag.com which is also closely monitored. Inquiries are responded to as they occur with appropriate actions or remedies to assure quick responses and customer satisfaction. The information gained from those forums and inquiries many times lead to sales, new dealer prospects and potential product improvements.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	It is our position that Sourcwell's role in promoting contracts arising out of this RFP is largely rooted in their position as being the only cooperative that is a government unit and public agency. This in our opinion lends additional process understanding and credibility within the qualifying entity group. This is easily demonstrated by a larger number of participating entities compared to other established cooperative buying groups. Larger numbers of participating entities mean greater sales opportunities and more notoriety in the cooperative space. It also puts the Sourcwell "brand" at the top of the list when it comes to purchasing entities requesting specific brands on specific contracts. We feel that a significant component to Sourcwell's role should continue to be its social platform participation and the timely availability of digital up to date information on existing and new contracts on their web site. We will integrate a Sourcwell awarded – contract into our sales process by notifying and educating our distributors and dealer sales force on how to utilize the contract. By understanding themselves on how this cooperative contract works, our direct and indirect sales force we will make sure that qualifying entities clearly understand the availability, ease of use, and cost saving of the Sourcwell competitively solicited contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer an e-procurement ordering process.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For interested Sourcewell entities, training such as proper operation, applicable service and safety training are always available. Standard training, conducted at delivery or when the equipment is picked up (point of sale), is freely offered and an important part of the sales process. This necessary training consists of but is not limited to the proper safe operation of the machine(s) being purchased. The training is also consistent with material published in the owner's manual and safety DVD, provided with each machine. Required point of sale training does not replace the need to read the owner's manual and watch the safety DVD but rather highlights key aspects of safe operation. Additional "like" safety and varying levels of service training can be conducted and customized to best fit the needs of the requesting entity and where possible, at the entities facility. The customized training offered, in most cases, would need a 30-day lead time to assemble, and schedule. Although we prefer to have these trainings "well" attended, smaller group or individual training can be accommodated on a case by case basis. There will be no charge for training Sourcewell member entities that have purchased Scag Power Equipment on this contract or have purchased Scag Power Equipment which is still being used in their fleet. All Scag training may be conducted by Scag or its distributors and dealer personnel.
37	Describe any technological advances that your proposed products or services offer.	We make every attempt to incorporate the most modern industry-wide technology into our equipment while continuing to advance technologically in both the engineering and manufacturing of our products. Scag Power Equipment, a division of custom metal fabricator Metalcraft of Mayville Inc., is essentially the designer, fabricator, assembler, tester, painter, packager, shipper and marketer of all Scag finished whole goods. Many of our products feature engines from top manufacturers with the most modern fuel injection technology. Advanced (EVAP), Evaporative Emission Control Systems are additionally utilized to control harmful gasoline vapors. This fuel vapor, normally vented from the fuel tank directly into the atmosphere, is now redirected or scavenged back into the engine with EVAP technology. Scag uses its own patented technology on certain systems such as its Custom Cut Baffle used on its Velocity Plus cutter decks or the patented coil over shock suspension platform used on the Scag Cheetah II. Further industry advances include Kevlar corded hydraulic drive and cutter deck belts - standard equipment for extended life. On our Tiger Cat II, Cheetah II and Turf Tiger II series we offer an integrated operator information display – Tiger Eye. The Tiger Eye advanced on-board monitoring system keeps a constant real-time "eye" on important system functions on your Scag mower. Depending on the mower model and engine selection, a wide variety of systems are monitored in real-time, giving you valuable information in just a glance, right from the operator's seat. Actual systems monitored vary from model to model. In addition, because of the advanced technology we employ in the design and manufacture of our equipment we are able to better control the quality of our product and its elevated position in the marketplace. Prototyping in our 4,700 square foot tech center is made easy with Pro-E/Creo CAD software, the ability to design and build our own tooling and 3-D printing technology. Production from cutting to forming, welding to machining, and painting to assembly, Scag as a division of Metalcraft offers a seamless, end-to-end modern, high tech production experience.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Scag Power Equipment utilizes a variety of "green" initiatives each and every day. Recycling bins for paper, plastic and aluminum are available in multiple locations throughout its facilities. Our drinking fountains have been systematically replaced with "next generation water bottle refilling stations" enhancing sustainability by minimizing dependency on disposable plastic bottles. Our building upgrades and remodels have included low flow toilets and low voltage LED lighting for water and energy conservation. Additionally, motion sensors are the norm in corridors and in our office space to detect and apply lighting where and when appropriate. There are similar initiatives in being practiced on our factory floors – lights, toilets, drinking fountains and recycling stations. In addition to the common green practices throughout the entire organization the manufacturing operation has its own set of unique trackable "green" initiatives. Metalcraft of Mayville manufacturers the Scag product alongside contract work for various other non-industry related companies. Currently, we use over 1 million pounds of steel a month – all of which contains a varying percentage of recycled content. It is typical that multiple "jobs" in our plant run simultaneously on a single sheet of steel. This strategy is called "nesting" and is one of many important techniques to minimize creating scrap or waste steel. Of the scrap steel that we do generate, we strive to recover and send back 100% of it to our steel suppliers for recycling. The finish paint on our equipment is a 7 stage powder coat system. Our powder coat system, very simply put, requires the parts to pass through 7 sequential stages of preparation or cleaning before it can be powder coated and then cured. 3 of those 7 stages are water baths or rinsing. The local standard water supply is utilized for these stages and reclaimed and recycled cleaner than when it came into our facility. Our factory floor is a study in value streaming. Process stations, starting from where raw or simple bulk materials enter our facility, are configured to provide process optimization. As a piece of flat or tube steel enters the building on its journey to be a finished piece of our equipment, it never travels further than it must to its next stop on its fabrication journey. Raw materials are cut to shape, bent to spec, welded together, painted, bolted, assembled, tested, packaged and shipped or warehoused in a streamlined, efficient fashion that conserves time, energy and helps keep costs in check. All of the engines used on our products are EPA emissions compliant and certified by the engine manufacturers. I have attached compliance certificates in Step 2 documents section.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Scag has not been issued eco-labels, ratings or certifications for the equipment in this proposal. However, the engines that are used to power the Scag commercial family of products are all EPA certified for conformity with the clean air act. Compliance certifications of conformity have been attached in the Step 2 documents section. In addition, Scag currently offers propane and diesel configurations as an alternative fuel source and is in the design and preliminary testing phase of zero emissions electric powered products.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Scag Power Equipment is not a Women or Women Business Entity (WMBE), Small Business Entity (SBE), or considered a veteran owned business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One unique attribute for our company is the fact that we are independently owned. The benefit to our customers means our design decisions are not compromised by a large corporate office that also sells sprinklers, vacuum cleaners or "widgets." We are not forced to manufacture products that are just "good enough." The entire Scag Team focuses all of its resources on designing, manufacturing and assembling the finest commercial-grade lawn mowers money can buy. Every mower starts off as sheet steel or tube steel. We punch, press, bend, cut, weld, paint, assemble, package and ship our mowers, and we do it all in our three factories in Mayville, West Bend and Beaver Dam, Wisconsin. Scag makes Scag mowers; nobody else makes them for us... and we do not make mowers for other companies. Scag Power Equipment is one of the last commercial power-equipment companies that actually manufactures their own components. Other mower "manufacturers" are simply assemblers, bolting together parts that other companies have made for them. Ultimately, we control our own destiny and are able to react quickly with new designs and product enhancements. Each mower is run at the end of the assembly line to ensure that the following items are up to specification: engine RPM is set, all safety switches are checked for proper operation, fluids are filled, systems are checked for leaks, and neutral and tracking adjustments are set using special dynamometers that apply load to the drive system. These steps add to the value of every Scag mower and ensure the product is the best it can be when it leaves our factory. Details, details, details. We encourage you to take the time to really examine our mowers and compare them to the "competition." Pay special attention to the details like ease of service, wiring harness looms and routing, weld quality, component fit and construction, and the operator's platform. The independent nature of Scag and its parent company assure not only that Sourcewell contract purchasers, but all end users will have a product of the highest quality available with design, manufacture and assembly processes under our control. In addition, because of our military and agricultural fabrication contracts, Metalcraft by association Scag, had not slowed down its manufacturing through the Covid pandemic but for a 3 week pause to realign some supplier issues. This essential business classification has kept many of our customers in business as the supply of whole -goods parts and accessories did not falter.	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Frame and structural components including oil reservoirs, fittings, oil coolers, electrical switches and clutches, pulleys, hydraulic pumps and wheel motors are covered for two years of commercial use. This warranty covers manufacturing defects for two years, including parts and labor (excludes wear items). Wear items including drive belts, blades, hydraulic hoses, tires, batteries and rental use are warranted for 90 days. Scag Velocity Plus™ and Advantage cutter decks are warranted against manufacturer's defects for three full years. This warranty covers parts and labor for the first and second years, and parts only for the third year. Engines and engine components are covered by the individual engine manufacturers. See engine owner's manual for warranty period and details.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty coverage applicable to Sourcewell qualifying entities is a 2-Year Commercial Machine Warranty and imposes no usage limitations or restrictions that would adversely affect its coverage.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Scag mower, including any defective part must be returned to an Authorized Scag Service Dealer within the warranty period. The expense of delivering the mower to the dealer for warranty work and the expense of returning it to the owner after repair will be paid for by the owner.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Any Sourcewell participating entity that purchases a Scag branded piece of equipment can at a minimum source warranty repairs via the certified technician at the authorized dealer from which the mower was purchased. In many cases the purchaser will have more than one Scag authorized dealer within a reasonable distance to choose from. All Scag authorized dealers must have and maintain service a service department, staffed by Scag certified technicians, to maintain its authorized Scag dealer status.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With the exception of engines and engine components, any part of the Scag commercial mower manufactured by Scag Power Equipment, found to be defective in materials or workmanship, will be repaired or replaced by an Authorized Scag Dealer without charges for parts and labor, within the 2-Year Commercial Machine Warranty Period. This includes but may not be limited to oil reservoirs, fittings, oil coolers, electrical switches and clutches, pulleys, hydraulic pumps and hydraulic wheel motors. Wear items including drive belts, blades, hydraulic hoses, tires and batteries are covered for a period of 90 days. Engines and engine components are covered by the individual engine manufacturers. See engine owner's manual for warranty period and details.
47	What are your proposed exchange and return programs and policies?	We will exchange any whole good or accessory item purchased from an awarded Sourcewell contract. All returns shall be in new, un-used condition, in its original packaging where applicable. Equipment must still be represented in the current model year program to be eligible for exchange or refund. Equipment that has cut grass or handled debris will need to be evaluated independently.
48	Describe any service contract options for the items included in your proposal.	Currently there are no factory service contract options available.



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	We propose payment terms of net 30.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Our finance partners offer funding solutions in all 50 states. With locations in Arizona, Connecticut, Florida, Michigan, Minnesota, New Hampshire, North Carolina, North Dakota, Texas, South Dakota, and Washington, there are multiple financing and lease options for cities, townships, schools etc. <ul style="list-style-type: none"> <li>o Western Equipment Finance</li> <li>Joel Schuman / 866-806-8021</li> <li>o New Equipment Leasing, Inc.</li> <li>Tim Schut / 616-885-0920</li> </ul>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Scag is a manufacturer that sells its products through 2 step distribution. We propose to designate our 8 U.S. and Canadian distributor to accept and process Sourcewell Cooperative entity purchase orders. We would ask that all requests, for contract access or for quotes, are issued directly to Scag. Scag will verify the cooperative entities eligibility and issue a quote with instruction indicating which of its distributors that the P.O. shall be issued to. Our distributor will then coordinate delivery of the order by making arrangements between the best, closest, authorized Scag dealer and the purchaser. After the purchaser accepts delivery, and signs a delivery or pick-up acknowledgment, the distributor shall invoice the purchasing entity. Having each distributor responsible for processing all orders within its assigned territory will reduce the number of individual dealer sales reports. Distributors will manifest and report sales within their territory, and remit the corresponding administrative fee back to Sourcewell on a quarterly basis. Scag will continually monitor the sales process from end to end and will require their distributors to copy them on all quarterly sales reporting and administrative fee payments to check for accuracy.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards can be accepted for payment by participating, authorized Scag dealers with advanced notification. These equipment transactions may be subject to a 2% surcharge when not prohibited by state law. Invoice payments for these purchases will be direct to the Scag dealer, as coordinated by the applicable Scag distributor. In this case, the Scag distributor will still report these sales quarterly to Sourcewell and be paying the administrative fee.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are proposing a 22% discount off of Scag's MSRP (list price) on all qualifying whole-goods and accessories for the 48 contiguous states. Canada, Alaska, Hawaii and any U.S. Territory will carry the same 22% discount plus freight and any other fees associated with international shipments. All pricing will be in U.S. dollars. Qualifying products will be defined by Scag Power Equipment, and limited to products considered commercial in nature and listed on the attached price list. Qualifying accessories must be purchased on the same purchase order as the whole-good that it's intended to be used with, in order to qualify for the discount.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed pricing in this response represents a percentage discount of 22% off our U.S. list price. For purchases in HI, AK, Canada and the U.S. Territories shipping and any fees associated internationally will be the responsibility of the buying entity. Prices are listed in U.S. dollars. Final delivery of up to 25-miles distances from the delivering dealer is free. Deliveries over 25-mile or "non-standard" delivery may be subject to additional fee's.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We propose to offer an additional 1% on any single P.O. from a single entity in excess of \$100,000 on invoice.

56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Scag proposes that any of its over 1200 servicing U.S. and Canadian authorized dealerships can be utilized or "sourced" for warranty, standard repairs or preventative maintenance. This full utilization of the Scag dealer network will be un-biased and not restricted to the original seller of the equipment in question. Labor rates are typically established by the dealer and are market driven. Non warrantable service parts are not part of the proposed price structure in this offering. While competition exists in the marketplace, Scag offers a full listing of its dealers via the locator tool on its website ( <a href="http://www.scag.com">www.scag.com</a> ). This will assist the Sourcewell contract purchaser in obtaining multiple quotes to source parts discounts and the lowest labor rates. Scag does not endorse or will facilitate the sourcing of any aftermarket or non-standard product for use on its equipment.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Cost elements to be considered that may impact the total cost of acquisition may include but are not limited to items such as accessory installation labor, administrative fees on P-Card usage or finance programs. The standard base unit, ordered on its own, includes set up, pre-delivery preparation, and mandatory operational training at no charge. Equipment accessories ordered with a base unit, such as a grass mulching "kit" or a grass bagging "collection" system, require detailed installation and are best handled by a qualified Scag technician. Labor to install these items can be quoted by the installing dealer at the dealer's hourly rate, and added to the purchaser's invoice. P-Card usage as previously mentioned in line item 52, may include a 2% administrative fee. Available qualifying finance programs can be subject to document or processing fees of \$150 - \$175 with some having the first payment due at signing.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	In the event that items cannot be picked up by the buying entity, delivery can be arranged without charge within a 25-mile radius from the dealer filling the order. Charges for delivering newly purchased Scag equipment beyond a 25-mile radius or "non-standard" deliveries will be subject to the current rate established by the dealer and will be quoted in U.S. dollars, in advance of the purchase. For buyers in HI, AK, Canada and any US Territory, shipping costs, international tariffs and customs fees are the responsibility of the buying entity.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and associated shipping costs to US Territories, AK and HI will be the sole responsibility of the buying entity. Scag Power Equipment has authorized, sales and servicing dealers located in Alaska and Hawaii. Purchasers are encouraged to pick up their equipment at no additional charge from the dealer filling the order. When delivery is requested, the dealer will deliver the equipment, without charge, within a 25-mile radius of their location. For deliveries beyond 25-miles, or deliveries that may be considered "non-standard", delivery charges will be at the discretion of the dealer making the delivery. Freight and associated international shipping costs to Canada will be the responsibility of the buyer. Scag Power Equipment has authorized, sales and servicing dealers located in Canada. Purchasers are encouraged to pick up their equipment at no additional charge from the dealer filling the order. When delivery is requested, the dealer will deliver the equipment, without charge, within a 25-mile radius of their location. For deliveries beyond 25-miles, or deliveries that may be considered "non-standard", delivery charges will be at the discretion of the dealer making the delivery.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Scag has over 70 different products, most all of which are readily available at dealers or their distributor suppliers. In the unlikely event a product cannot be located at a dealer, their corresponding distributor, or the factory, we will contact other neighboring distributors in an effort to satisfy the retail sale. This process is currently in place for our existing customers and will be offered to Sourcewell members customers as well.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Scag is offering the extra 1% discount on single orders totaling more than \$100,000. This is and a 2% administration fee makes the pricing better than what we typically offer similar entities.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We propose to designate our 8 U.S. and 1 Canadian distributor to accept and process Sourcewell Cooperative entity purchase orders. We would ask that all requests, for contract access or for quotes, are issued directly to Scag. Scag will verify the cooperative entities eligibility and issue a quote with instruction indicating which of its distributors that the P.O. shall be issued to. This will ensure that the proper contracted agreed upon pricing is being offered. Our distributor will coordinate the delivery of the products between the best, closest, authorized Scag dealer and the purchaser. After the purchaser accepts delivery, and signs a delivery or pick-up acknowledgment, the distributor shall invoice the purchasing entity. Having each distributor responsible for processing all orders within its assigned territory will reduce the number of individual dealer sales reports nationally. Distributors will manifest and report all sales within their territory, and remit the accompanying administrative fee back to Sourcewell on a quarterly basis. Scag will continually monitor the sales process from end to end and will require their distributors to copy them on all quarterly sales reporting and administrative fee payments to check for accuracy.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Scag Power Equipment proposes to pay a 2% administrative fee on any qualifying sales under this contract. Scag interprets a qualifying sale as any whole good or accompanying accessory offered on our price list at the base price offered. Associated fees such as shipping, delivery and repair or installation labor will not be eligible for the administrative fee.



**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The grounds maintenance equipment in our proposal consists of commercial walk-behind, stand-on, and sit down, zero turn lawn mowers, stand-on spreader sprayers, and debris management equipment. The Scag spreader sprayer category is used for the application of dry or liquid products on turf or grounds. Debris management equipment is also offered but not exclusive to turf applications. Primary application is leaf (debris) management or removal consisting of both walk-behind and stand-on equipment for large properties. The blower products can and are often used in hard surface applications such as moving dirt, sand and other unwanted "debris" off parking lots, paved trails etc. In addition to the blowers we offer debris loaders – Truck Loaders – to then move piles of organic material – leaves grass etc. - into truck beds for transport and disposal.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The RFP category is fairly specific to our product without straying too far off center into sub category solutions. Our products potential subcategory applicable titles would be Turf, Athletic Field, Parks Maintenance Equipment, Debris Management Equipment, Sprayers, Broadcasters, Weed Control and Fertilization Equipment, Lawn & Garden Equipment, Leaf Removal Equipment, Truck Loaders and Industrial Blowers. Related accessories subcategories could include Grass & Leaf Collection Systems, Grass Mulching Systems and Light Kits for Scag Power Equipment Products.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	To include Lawn Mowers, Spreader Sprayer, Blowers, Truck Loaders and their related attachments and accessories including mulching and bagging accessories.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture, maintain or install irrigation systems.
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture specific beach and waterfront maintenance equipment.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do manufacture or otherwise provide parts & accessories as listed for our equipment. Maintenance, standard repairs, warranty repairs or the servicing of our equipment can be done at any of our independent dealer locations.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Examples of positive key performance indicators, will be sales & quote activity, general inquiries from member entities and dealers that are interacting directly with members. We will track this on our own and collaborate with our distributors. This will include general product questions and the conversion rates of those contacts to quotes and ultimately a purchase. We will track activity on our website directly related to the cooperative resources tab that's currently being developed. We will measure direct Sourcewell sales data to our existing cooperative purchasing customers and track any contract "migration". We can also track standard out-to-bid customers that switch to the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	The Scag branded product offered in this proposal is intended to be serviced at intervals described in the owner's manual that's provided with each machine. Maintenance points are easily identifiable and accessible for a hassle free experience. Every authorized Scag Power Equipment dealer is required to provide standard and warranty service, plus technical support as a condition of maintaining that authorization. Parts availability is an integral part of the support offered by our dealers to their end-user customers. Our wholesale distributors are required to participate in parts stocking programs driven by their historical purchases. They in turn create and implement programs with our dealers to assist in maintaining a healthy parts inventory at the point of retail purchase.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Safety advancements in the equipment offered include seat belts and roll bars on all off our sit down riders. We have incorporated operator presence controls in the form of safety switches controlled by the interlock module. The interlock module monitors the status of each safety switch and prevents the mower from operating if an unsafe condition exists. All switches need to be actuated in sequence to ensure safe proper operation. Hour meters with preprogrammed maintenance intervals remind operators to change oil. Select models feature Scag's Tiger Eye Advance Monitoring System that keeps a constant, real-time "eye" on important system functions while in operation. Systems monitored depend on the mower model and engine and may include hour meter, volt meter / charging system, engine water temperature, control lever, PTO, parking brake and seat switch safety circuits. We use longer life automotive style bearings and bushings in many of the spinning/turning or weight bearing components of our machines. These upgraded bearings are easily greasable through factory installed accessible fittings (zerk fittings). Our philosophy is that maintenance adds to the longevity, and easy to do maintenance gets done. Regular planned maintenance can reduce the cost of ownership by helping eliminate unplanned repairs associated with normal wear.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 73. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Glenn Sacchi, Field Sales Manager, Scag Power Equipment

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_Grounds_Maintenance_Equipment_RFP_031121</b> Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_Grounds_Maintenance_Equipment_RFP_031121</b> Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Grounds_Maintenance_Equipment_RFP_031121</b> Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests</b> Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Grounds_Maintenance_Equipment_RFP_031121</b> Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Grounds_Maintenance_Equipment_RFP_031121</b> Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Grounds_Maintenance_Equipment_RFP_031121</b> Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Grounds_Maintenance_Equipment_RFP_031121</b> Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1



**AGENDA ACTION FORM**

**Consideration of a Resolution to Purchase Three (3) 2024 Ford Maverick AWD Pickup Trucks from TN State Contract # 80355**

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

Action Form No.: AF-203-2024  
 Work Session: July 15, 2024  
 First Reading: N/A  
 Final Adoption: July 16, 2024  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Leonard

**Recommendation:**

Approve the resolution

**Executive Summary:**

It is the recommendation of the committee to purchase Three (3) 2024 Ford Maverick AWD Pickup Trucks from Lonnie Cobb utilizing TN State Contract # 80355 for use by the Water Treatment Plant & Engineering Department. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 5–6 months after purchase order is received.

<u>\$30,564.00</u>	Unit Cost
\$91,692.00	Total Purchase Price

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

These units are fleet replacement vehicles.

Funding is identified in Project/Account # 51150085019010

**Attachments:**

1. Resolution
2. Recommendation Memo
3. Quote
4. TN State Contract

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE 2024 FORD MAVERICK AWD PICKUP TRUCKS LONNIE COBB UTILIZING TENNESSEE STATE CONTRACT NO.: 80355; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of three (3) 2024 Ford Maverick AWD pickup trucks from Lonnie Cobb utilizing TN State Contract # 80355 for use by the Water Treatment Plant & Engineering Department; and

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

WHEREAS, the three (3) 2024 Ford Maverick AWD pickup trucks are available pursuant to TN State Contract # 80355, and the city will need to submit purchase orders to Lonnie Cobb Sales for \$91,692.00; and

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

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb for the purchase of three (3) 2024 Ford Maverick AWD Pickup Trucks from utilizing TN State Contract # 80355 in the amount of \$91,692.00.

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

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

ADOPTED this the 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



# FLEET MAINTENANCE DEPARTMENT

## City of Kingsport

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** July 3, 2024  
**Re:** Fleet Replacement units 1865, 2008 and 1726 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 1865, 2008 and 1726 for the total purchase price of \$91,692.00 (\$30,564.00 each). These units meet the expectations of the Engineering & Water Treatment Plants and will fulfill the requirements of their operational needs. These units will be purchased through the State Wide Contract # 80355. A copy of the State Wide Contract is attached. The estimated delivery is 5-6 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	3	2024 Ford Maverick AWD Pickup Truck	Lonnie Cobb	22 City/29 Hwy

### These unit will be a Fleet Replacements

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

The State Wide offerings were reviewed by Hank Clabaugh and Tom Hensley and they are in agreement with this recommendation.

### Fuel Economy Improvement

**State Wide Contract # 80355**

### Replacements

1865	2009 Toyota Prius Hybrid	62,115	Hours N/A
2008	2012 Toyota Prius Hybrid	38,199	Hours N/A
1726	2006 Ford F-150 4WD	92,705	Hours N/A

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

Thank you.



SWC 209

Lonnie Cobb Contract # 80355

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2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420

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**Client Proposal**

Prepared by:  
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 07/02/2024



Lonnie Cobb Ford 1619 Highway 45 North, Henderson, Tennessee, 383404005

Item X13.

Office: 731-989-2121 | Fax: 731-989-3502



Prepared by: STEVEN BLACKSTOCK  
07/02/2024

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420

## Pricing Summary - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$26,315.00
Options		\$2,355.00
Colors		\$0.00
Upfitting		\$2,615.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
<b>Subtotal</b>		<b>\$32,880.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$2,316.00
<b>Total</b>		<b>\$30,564.00</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X13.



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

**Statewide Multi-Year Contract Issued to:**

Lonnie Cobb Ford LLC  
1618 Highway 45 N  
Henderson, TN 38340

Vendor ID: 0000146108

**Contract Number: 0000000000000000000080355**

Title: SWC209 Vehicles

Start Date : September 15, 2023 End Date: December 31, 2024

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

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

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

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

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

**Contract Contact Information:**

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

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 2**

Item ID: 1000179936  
*Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 3**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 4**

Item ID: 1000179938  
*Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 5**

Item ID: 1000179939  
*Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 6**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA

APPROVED:  Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State of TN CPO,  
ou=Department of General Services,  
email=Mike.Perry@tn.gov, c=US  
Date: 2023.09.08 08:21:11 -0500  
\_\_\_\_\_ **CHIEF PROCUREMENT OFFICER**

BY: **Mike Neely** Digitally signed by Mike Neely  
Date: 2023.09.08 08:07:17  
-05'00' \_\_\_\_\_ **PURCHASING AGENT** \_\_\_\_\_ **DATE**

Item X13.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Purchase Two (2) 2024 Tacoma Access Cab 2WD W/6 ft. Bed from TN State Contract # 80358**

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

Action Form No.: AF-204-2024  
 Work Session: July 15, 2024  
 First Reading: N/A  
 Final Adoption: July 16, 2024  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Leonard

**Recommendation:**

Approve the resolution

**Executive Summary:**

It is the recommendation of the committee to purchase Two (2) 2024 Tacoma Access Cab 2WD W/6 ft. Bed from Alan Jay Fleet Sales utilizing TN State Contract # 80358 for use by the Water Reading Services Department. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 5–6 months after purchase order is received.

<u>\$32,493.00</u>	Unit Cost
\$64,986.00	Total Purchase Price

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

These units are fleet replacement vehicles.

Funding is identified in Project/Account # 51150085019010

**Attachments:**

1. Resolution
2. Recommendation Memo
3. Quote
4. TN State Contract

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2024 TOYOTA TACOMA ACCESS CAB 2WD WITH 6 FOOT BED FROM ALAN JAY FLEET SALES UTILIZING TENNESSEE STATE CONTRACT NO.: 80358; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends purchasing two (2) 2024 Tacoma Access Cab 2WD with a 6 ft. bed from Alan Jay Fleet Sales utilizing TN State Contract # 80358 for use by the water reading department; and

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

WHEREAS, the two (2) 2024 Tacoma Access Cab 2WD with a 6 ft. bed utilizing TN State Contract # 80358 are available pursuant to TN State Contract #80358, and the city will need to submit purchase orders to Alan Jay Fleet Sales for \$64,986.00; and

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

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Alan Jay Fleet Sales for the purchase of two (2) 2024 Tacoma Access Cab 2WD with 6 ft. bed from utilizing TN State Contract # 80358 in the amount of \$64,986.00.

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

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

ADOPTED this the 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY



# FLEET MAINTENANCE DEPARTMENT

## City of Kingsport

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** July 3, 2024  
**Re:** Fleet Replacement units 2293 and 2294 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 2293 and 2294 for the total purchase price of \$64,986.00 (\$32,493.00 each). These units meet the expectations of the Water Reading Services and will fulfill the requirements of their operational needs. These units will be purchased through the State Wide Contract # 80358. A copy of the State Wide Contract is attached. The estimated delivery is 5-6 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	Tacoma Access Cab 2WD W/ 6 FT. Bed	Alan Jay Fleet Sales	City/ Hwy

### These unit will be a Fleet Replacements

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

The State Wide offerings were reviewed by Chad Austin and he is in agreement with this recommendation.

### Fuel Economy Improvement

**State Wide Contract # 80358**

### Replacements

2293	2016 Ford F-250	92,240	Hours N/A
2294	2016 Ford F-250	128,845	Hours N/A

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

Thank you.







**GOVERNMENT PRICE QUOTE**

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4216	WWW.ALANJAY.COM	55252-1
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE  
6/24/2024

# PRICE QUOTE FORM

REVISED QUOTE DATE  
6/24/2024

REQUESTING AGENCY	<b>KINGSPORT, CITY OF (TN)</b>		
CONTACT PERSON	<b>STEVE LEONARD</b>	EMAIL	<a href="mailto:STEVELEONARD@KINGSPORTTN.GOV">STEVELEONARD@KINGSPORTTN.GOV</a>
PHONE	<b>423-224-2434</b>	MOBILE	<b>423-276-5515</b>
		FAX	

**Contract No. 80358 - SWC209 EVENT # 32110-12904**

MODEL	<b>7162</b>	MSRP	<b>\$32,995.00</b>
<b>TACOMA ACCESS CAB I4 SR 2WD 6' BED</b>			

**CUSTOMER ID** **GOVERNMENT PRICE \$31,673.00**

**BED LENGTH** **6'**

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
040	OPTIONS Ice Cap	\$0.00
FA20	Black, Fabric Seat Trim	\$0.00
FE	50 State Emissions	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
WTF EXT	Weather Tech floor liner system for extended cab pick-up trucks.		\$265.00
4K SMART	3rd & 4th keys and remotes for vehicles with proximity access.		\$555.00
<b>AFTERMARKET OPTIONS</b>			<b>\$820.00</b>

**TRADE IN** **TOTAL COST \$32,493.00**

**YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~**

**TOTAL COST LESS TRADE IN(S) QTY 2 \$64,986.00**

Estimated Annual payments for 60 months paid in advance: \$7,470.81 Extended: \$14,941.62  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

**Comments** **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** GOVERNMENT ACCOUNT MANAGER [matt.forte@alanjay.com](mailto:matt.forte@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Item X14.



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE) (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

## Window Sticker

### SUMMARY

[Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE)

MSRP:\$31,500.00

Interior:Black, Fabric Seat Trim

Exterior 1:Ice Cap

Exterior 2:No color has been selected.

### OPTIONS

CODE	MODEL	MSRP
7162	[Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE)	\$31,500.00
<b>OPTIONS</b>		
040	Ice Cap	\$0.00
FA20	Black, Fabric Seat Trim	\$0.00
FE	50 State Emissions	\$0.00
<b>SUBTOTAL</b>		<b>\$31,500.00</b>
Adjustments Total		\$0.00
Destination Charge		\$1,495.00
<b>TOTAL PRICE</b>		<b>\$32,995.00</b>

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Data Version: 22794. Data Updated: Jun 23, 2024 6:40:00 PM PDT.

Item X14.



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE) (✔ Complete)

## FUEL ECONOMY

Est City:20 (Est) MPG

Est Highway:26 (Est) MPG

Est Highway Cruising Range:473.20 mi

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE) (✔ Complete)

## Standard Equipment

### Mechanical

Engine: 2.4L 4-Cylinder Turbocharged i-FORCE

Transmission w/Sequential Shift Control

Transmission: 8-Speed Automatic -inc: Electronically controlled w/intelligence (ECT-i)

Rear-Wheel Drive

3.583 Axle Ratio

Battery w/Run Down Protection

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1 Skid Plate

1460# Maximum Payload

GVWR: 5,605 lbs

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Speed-Sensing Steering

18.2 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Brake Actuated Limited Slip Differential

### Exterior

Regular Composite Box Style

7" Wheels w/Silver Accents w/Hub Covers

Wheels: 17" Steel

Tires: 245/70R17

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE) (✔ Complete)

## Exterior

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Black Rear Step Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Fender Flares

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Black Door Handles

Black Power Heated Side Mirrors w/Manual Folding

Fixed Rear Window

Deep Tinted Glass

Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Manual-Leveling Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps

LED Brakelights

Headlights-Automatic Highbeams

## Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation and External Memory Control

Radio: 8" Toyota Audio Multimedia -inc: touchscreen, 4 speakers, wireless Apple CarPlay and Android Auto compatibility and SiriusXM w/3-month Platinum Plan trial subscription, See [toyota.com/audio-multimedia](http://toyota.com/audio-multimedia) for details

Streaming Audio

Integrated Roof Antenna

Bluetooth Wireless Phone Connectivity

2 LCD Monitors In The Front

## Interior

Front Seats w/Cloth Back Material and Manual Driver Lumbar

2-Way Driver Seat -inc: Manual Lumbar Support

Passenger Seat -inc: Fold Flat

Manual Tilt/Telescoping Steering Column

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE) (✔ Complete)

## Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Fixed Rear Windows

Front Bucket Seats -inc: 6-way manual driver and front passenger seats and 2-way manually adjustable lumbar support on driver's seat only

Front Cupholder

Proximity Key For Doors And Push Button Start

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Illuminated Ignition Switch

Remote Releases -Inc: Mechanical Fuel

Cruise Control w/Steering Wheel Controls

Adaptive w/Traffic Stop-Go

Manual Air Conditioning

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Interior Accents

Full Cloth Headliner

Cloth Door Trim Insert

Urethane Gear Shifter Material

Fabric Seat Trim

Day-Night Rearview Mirror

Vanity w/Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

Instrument Panel Bin, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Power 1st Row Windows w/Driver 1-Touch Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Redundant Digital Speedometer

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Item X14.



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE) (✔ Complete)

## Interior

- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Manual Anti-Whiplash Adjustable Front Head Restraints
- Front Center Armrest
- Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

## Safety-Mechanical

- Lane Tracing Assist (LTA)
- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

## Safety-Exterior

- Side Impact Beams

## Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Safety Connect (1-year trial) Emergency Sos
- Toyota Safety Sense P (TSS-P)
- Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist
- Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning
- Collision Mitigation-Front
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st Row Airbags
- Airbag Occupancy Sensor
- Driver And Passenger Knee Airbag
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- Back-Up Camera

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Data Version: 22794. Data Updated: Jun 23, 2024 6:40:00 PM PDT.

Item XI4.





# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Toyota Tacoma 2WD (7162) SR XtraCab 6' Bed AT (SE) (✔ Complete)

## WARRANTY

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Corrosion Years: 5  
Corrosion Miles/km: Unlimited  
Roadside Assistance Years: 2  
Roadside Assistance Miles/km: Unlimited  
Maintenance Years: 2  
Maintenance Miles/km: 25,000

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Item X14.

*Item X14.*



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

**Statewide Multi-Year Contract Issued to:**

Alan Jay Automotive Management Inc  
5330 US Highway 27 S  
Sebring, FL 33870-5661

Vendor ID: 0000233695

**Contract Number: 0000000000000000000080358**

Title: SWC209 Vehicles

Start Date : September 22, 2023 End Date: December 31, 2024

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

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

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

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

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

**Contract Contact Information:**

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

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 3**

Item ID: 1000179936  
*Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 4**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 5**

Item ID: 1000179938  
*Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 6**

Item ID: 1000179939  
*Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 7**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 8**

Item ID: 1000187744  
*Sedans, Nissan, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 10**

Item ID: 1000187746  
*Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 11**

Item ID: 1000187747

*Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 12**

Item ID: 1000187716

*Police Vehicles, CDJR, Generic SWC209 Asset*

Unit of Measure: EA

**Line 13**

Item ID: 1000187718

*Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset*

Unit of Measure: EA

**Line 15**

Item ID: 1000187720

*Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 16**

Item ID: 1000187750

*Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset*

Unit of Measure: EA

**Line 17**

Item ID: 1000187751

*Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset*

Unit of Measure: EA

**Line 18**

Item ID: 1000187752

*Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 19**

Item ID: 1000187723

*Sedans, Chevy, Generic SWC209 Asset*

Unit of Measure: EA

**Line 20**

Item ID: 1000187724

*Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset*

Unit of Measure: EA

**Line 21**

Item ID: 1000187725

*Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset*

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

**Line 22**

Item ID: 1000187726

*Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 23**

Item ID: 1000187727

*Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 25**

Item ID: 1000187722

*Police Vehicles, Chevy, Generic SWC209 Asset*

Unit of Measure: EA

**Line 26**

Item ID: 1000187740

*Sedans, Toyota, Generic SWC209 Asset*

Unit of Measure: EA

**Line 27**

Item ID: 1000187742

*Sport Utility Vehciles, Toyota, Generic SWC209 Asset*

Unit of Measure: EA

**Line 28**

Item ID: 1000187743

*Light Trucks , Toyota (Class 1,2,3), Generic SWC209 Asset*

Unit of Measure: EA

**Line 29**

Item ID: 1000187741

*Minivan and Full Size Vans, Toyota (Passenger ,Cargo, Cut-Away), Generic SWC209 Asset*

Unit of Measure: EA



Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State of  
TN CPO, ou=Department of  
General Services,  
email=Mike.Perry@tn.gov, c=US  
Date: 2024.01.19 12:02:34 -06'00'

APPROVED: \_\_\_\_\_

CHIEF PROCUREMENT OFFICER

**Mike Neely**

Digitally signed by  
Mike Neely  
Date: 2024.01.19  
11:05:01 -06'00'

BY: \_\_\_\_\_

PURCHASING AGENT

DATE \_\_\_\_\_



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2024-2025 Benefiting the General Welfare of Kingsport Residents**

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

Action Form No.: AF-189-2024  
Work Session: July 15, 2024  
First Reading: n/a  
Final Adoption: July 16, 2024  
Staff Work By: Jessica Harmon  
Presentation By: Jessica Harmon

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
The City of Kingsport desires to enter into agreements with various agencies and organizations for services in the fiscal year 2024-2025 benefiting the general welfare of Kingsport residents. The agencies and organizations are listed below:

- Children’s Advocacy Center of Sullivan County
- Downtown Kingsport Association
- First Tennessee Development District
- First Tennessee Human Resource Agency
- Holston Business Development Center
- Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program
- Kingsport Ballet
- Kingsport Housing and Redevelopment Authority for the Redevelopment Program
- Kingsport Theatre Guild
- Symphony of the Mountains
- Kingsport Chamber Foundation for the Move to Kingsport Program
- Kingsport Chamber Foundation for the Small Business Development and Entrepreneurship Program (KOSBE)
- Kingsport Chamber Foundation for the Healthy Kingsport Program
- Branch House

- Attachments:**
1. Resolution
  2. Agreements

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2024-2025 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2024-2025, benefiting the general welfare of city residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program, Move to Kingsport Program and Small Business Development and Entrepreneurship Program, and the Healthy Kingsport Program; Kingsport Ballet; Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; Symphony of the Mountains; and the Branch House.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for services in fiscal year 2024-2025, benefiting the general welfare of City of Kingsport residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program, Move to Kingsport Program and Small Business Development and Entrepreneurship Program, and the Healthy Kingsport Program; Kingsport Ballet; Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; Symphony of the Mountains; and the Branch House,

SECTION II. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2024-2025 budget.

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

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

ADOPTED this the 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

Item XI5.



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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

**WITNESSETH:**

WHEREAS, CHILDREN'S CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.
2. **DESCRIPTION OF THE PROJECT.**

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

- The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse

B. Medical Examination Program

- The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

C. Child Protective Investigative Team

- Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.

D. Court Group

- The Child Advocacy Center provides several means of support to any child and family who have to appear in court.

E. Mother Advocate Program

- The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.

F. Transportation

- The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.

**3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

**4. REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** CHILDREN'S CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

CHILDREN’S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHILDREN'S CENTER’S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHILDREN’S CENTER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHILDREN’S CENTER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CHILDREN'S ADVOCACY  
CENTER OF SULLIVAN  
COUNTY, INC.**

\_\_\_\_\_  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**DOWNTOWN KINGSPORT ASSOCIATION**  
**“CENTRAL BUSINESS DISTRICT PROJECT”**

THIS AGREEMENT made and entered into as of this \_\_\_\_ day of July, 2024, by and between the City of Kingsport, hereafter called “CITY” and the Downtown Kingsport Association, hereafter called “ASSOCIATION”.

**WITNESSETH:**

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.
2. **DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees as follows to undertake the following action items and responsibilities:
  - A. Implement the City’s policy and objectives for and in downtown Kingsport.
  - B. Maintain Main Street certification and implement the Main Street action program.
  - C. Undertake a marketing program for downtown Kingsport, which should include:
    1. Providing a printed and digital guide to downtown;

2. Creating and maintaining an up to date website promoting downtown; and
  3. Partnering with other entities (including CITY Public Information Staff) tasked with promoting Kingsport to provide an all-encompassing marketing approach. Meetings to discuss marketing plans and strategies shall occur no less than 6 times a year.
- D. Become the point of education for downtown stakeholders by conducting workshops for business and property owners. Utilize City of Kingsport staff members and other community members as presenters for knowledge based workshops as it relates to downtown.
- E. Work in partnership with other entities of the Chamber of Commerce and City Economic Development Director to promote vacant and leasable first floor storefronts within the central business district.
- F. Facilitate the installation of seasonal décor around downtown including but not limited to hanging flower baskets in the spring/summer months and the Christmas Decorations in the winter months.
1. Hanging flower basket decisions shall be coordinated with the City Landscape Specialist.
  2. Church Circle Tree decoration shall be the responsibility of the ASSOCIATION. The ASSOCIATION shall coordinate the installation of holiday lights with the City allowing for an appropriate amount of time to be agreed upon.
- G. Produce events that promote downtown, including by way of example:
1. Downtown Wine and Whiskey Festival
  2. Farm to Table Events
  3. Downtown Holiday Loft Tours
  4. First Thursdays
  5. Merchant Open House Events
  6. Christmas Tree Lighting & Parade
  7. Small Business Saturday
  8. July 4<sup>th</sup> Celebration
- H. Work in conjunction with other organizations hosting events in the downtown core to assist in promotion when applicable.
- I. Facilitate projects that directly relate to the Downtown Master Plan, when appropriate
- J. Facilitate any maintenance needed with the Church Circle Improvements.



K. Maintain an active Design Committee that takes the initiative in looking for ways to improve aesthetics in the Downtown.

L. Such other responsibilities as the board of mayor and aldermen may request and the DKA accept.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed NINETY THOUSAND DOLLARS (\$90,000). FORTY-FIVE THOUSAND DOLLARS (\$45,000) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. FORTY-FIVE THOUSAND DOLLARS (\$45,000) will be paid to the ASSOCIATION on January 1, 2025.

4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will submit a report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The reports are due upon the proper execution of this Agreement by all parties and on January 1, 2025.

5. **REIMBURSEMENT BY CITY.** CITY will review the semiannual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** ASSOCIATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no

less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$90,000.00.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. ASSOCIATION will hold regularly scheduled meetings with the ASSOCIATION Board, as stated in ASSOCIATION By-Laws, to provide updates on events, financials and other information as deemed necessary.
14. **PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ASSOCIATION

nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or it employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**DOWNTOWN KINGSPORT ASSOCIATION**

\_\_\_\_\_  
FRANK LETT  
Secretary

ATTEST:

\_\_\_\_\_  
Robin Cleary  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

\_\_\_\_\_

City Recorder

APPROVED AS TO FORM;

---

RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**FIRST TENNESSEE DEVELOPMENT DISTRICT**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

**WITNESSETH:**

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.
2. **DESCRIPTION OF THE PROJECT.**  
FTDD agrees as follows:
  - A. To be a liaison for local governments and state and federal governments.
  - B. To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination

functions and technical assistance.

C. To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS (\$6,374.00).

4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FTDD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is

submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS (\$6,374.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or its employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FTDD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FTDD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FTDD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
RODNEY B. ROWLETT, III  
City Attorney



**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**THE FIRST TENNESSEE HUMAN RESOURCE AGENCY**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

**WITNESSETH:**

WHEREAS, FIRST TENNESSEE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.
- 2. DESCRIPTION OF THE PROJECT.**

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

- Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
- Provide educational assistance with banking, budgeting, and bill payments.

- Provide medication pick-up and monitoring as well as assistance with medical appointments and transportation to those appointments.
- Provide coordination with area agencies and local charities and assistance with utilization of other public services.

B. Provide self-sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.

- 3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
- 4. REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
- 5. REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- 6. AUDITS.** FIRST TENNESSEE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

- 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST

TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or its employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FIRST TENNESSEE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FIRST TENNESSEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FIRST TENNESSEE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE HUMAN  
RESOURCE AGENCY**

\_\_\_\_\_

Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_

PATRICK W. SHULL

Mayor

ATTEST:

\_\_\_\_\_

City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_

RODNEY B. ROWLETT, III

City Attorney

**AGREEMENT**

**BETWEEN**

**THE CITY OF KINGSPORT, TENNESSEE,**

**AND**

**HOLSTON BUSINESS GROUP  
SMALL BUSINESS INCUBATOR PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2024, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

**WITNESSETH:**

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**I. TERM.**

This Agreement will be for a term of twelve (12) months commencing July 1, 2024 through June 30, 2025, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025, without its written consent.

**II. SCOPE OF WORK.**

HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.

**III. MONITORING AND REPORTING REQUIREMENTS.**

HOLSTON prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.
- (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

**IV. COMPENSATION.**

- A. CITY will pay HOLSTON Thirty Three Eight Hundred and Forty Dollars and NO/100 (\$33,840.00) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2024; October 1, 2024; January 1, 2025; and April 1, 2025).

- C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- D. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.
- E. HOLSTON will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

**V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.**

HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

**VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

HOLSTON will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

**VII. STAFFING.**

- A. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

**VIII. TERMINATION OF AGREEMENT FOR CAUSE.**

If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the obligations of this Agreement, or if HOLSTON violates any of the covenants, agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and written notice specifying such default and HOLSTON will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

**IX. EXTENSION OF AGREEMENT.**

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

**X. OPERATING INFORMATION.**

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

**XI. ASSURANCES.**

HOLSTON hereby assures CITY that HOLSTON is legally entitled to funds from CITY.

**XII. REPORTING.**

HOLSTON will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.



IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**HOLSTON BUSINESS GROUP**

\_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_

**CITY OF KINGSPORT, TENNESSEE**

ATTEST:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**

**BETWEEN**

**THE CITY OF KINGSPORT, TENNESSEE**

**AND**

**THE KINGSPORT CHAMBER FOUNDATION  
“KEEP KINGSPORT BEAUTIFUL PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

**WITNESSETH:**

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
- 2. DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:

- Litter prevention.
  - o Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
  - o Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
  - o Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
  - o Involving the community with the annual Great American Cleanup.
- Beautification of the environs.
  - o Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
  - o Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
- Promotion of recycling.
- Promotion of environmental improvements.
- Increase public awareness through education and promotion.
  - o Coordinating the annual Conservation Camp for 4<sup>th</sup> graders.
  - o Maintaining the Environmental Reading program and other educational programs.
- Recognition of excellence in environmental and beautification improvements.
  - o Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
  - o Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.
- Continually seek out new funding opportunities through local, state and federal grants and sponsorships.
- Coordinate with CITY Public Information staff on cross promotion of events and activities.

**3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY EIGHT THOUSAND DOLLARS and NO/100 (\$48,000.00).

**4. REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of TWENTY FOUR THOUSAND DOLLARS and NO/100 (\$24,000.00) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.

5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT CHAMBER FOUNDATION**

\_\_\_\_\_  
MILES BURDINE  
Secretary

ATTEST:

By: \_\_\_\_\_  
SHARON HAYES  
Director, Keep Kingsport Beautiful

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM;

\_\_\_\_\_  
RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**THE KINGSPORT BALLET**  
**“DANCE CO.”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

**WITNESSETH:**

WHEREAS, KINGSPORT BALLET is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT BALLET.
2. **DESCRIPTION OF THE PROJECT.**

KINGSPORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLEET under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS and NO/100 (\$7,200).
4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLEET will bill CITY for payment of funds after July 1, 2024, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KINGSPORT BALLEET prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KINGSPORT BALLEET will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLEET with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLEET will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLEET further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed



by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLETT will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLETT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS and NO/100 (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLETT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT BALLETT hereby assures CITY that KINGSPORT BALLETT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLETT will provide any relevant information requested by CITY concerning KINGSPORT BALLETT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KINGSPORT BALLETT have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to KINGSPORT BALLETT can be used to reimburse KINGSPORT BALLETT for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** KINGSPORT BALLETT will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to KINGSPORT BALLETT assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLETT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT BALLETT is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLETT nor its

employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT BALLETT, or it employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**  
KINGSPORT BALLETT will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT BALLETT'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT BALLETT and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT BALLETT and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT BALLETT**

\_\_\_\_\_  
BERTINA S. DEW  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

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City Recorder

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RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY**  
**“REDEVELOPMENT PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

**WITNESSETH:**

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide administrative services for the City’s Redevelopment Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by KHRA.

**2. DESCRIPTION OF THE PROJECT.**

KHRA agrees as follows:

- A. To provide the City of Kingsport with Redevelopment Program administrative services including, plan preparation, project implementation activities, grants management and preparation, coordination functions and technical/legal assistance.
- B. Work with the Kingsport Economic Development Board and the City to encourage and promote redevelopment of blighted and underutilized areas of the city.
- C. Work with the Kingsport Economic Development Board and its Façade and Redevelopment Committee to promote the aesthetics for the downtown area and the

redevelopment of downtown properties through the Façade and Redevelopment Grant Program.

- D. KHRA will work with the city to identify and redevelop old industrial sites and infrastructure.
- E. KHRA will work to complete the redevelopment of all KHRA housing.
- F. KHRA will work to redevelop existing inventory, including vacant land, or explore alternative uses for the property and present a plan for moving forward.

**3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).

**4. REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

**5. REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.

**6. AUDITS.** KHRA prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.
- (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KHRA will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

**7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those

recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed THIRTY THOUSAND AND NO DOLLARS (\$30,000.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2024. In no event shall CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time

be legally responsible for any negligence or other wrong doing by KHRA, or its employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

KHRA will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KHRA'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KHRA and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KHRA and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY**

\_\_\_\_\_  
TERRY CUNNINGHAM  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**KINGSPORT THEATRE GUILD**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

**WITNESSETH:**

WHEREAS, THEATRE GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide productions. The staff and actors are from the Greater Tri-Cities area. The THEATER GUILD hosts a Youth Camp and Teen Camp in the summer and partners with Barter Youth Academy to provide workshops in the fall, spring and summer targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.

**2. DESCRIPTION OF THE PROJECT.**

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2022-2023 theatre season.



3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2023, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** THEATRE GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they coverThe report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105 THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed

by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** THEATRE GUILD will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will,

under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by THEATRE GUILD, or it employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**  
THEATRE GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with THEATRE GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of THEATRE GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THEATRE GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT THEATRE GUILD**

\_\_\_\_\_  
JOHN KAYWOOD  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

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City Recorder

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RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**SYMPHONY OF THE MOUNTAINS**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

**WITNESSETH:**

WHEREAS, SYMPHONY is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.
2. **DESCRIPTION OF THE PROJECT.** SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to SYMPHONY under this Agreement will not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2022, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** SYMPHONY prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to

funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or its employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with SYMPHONY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYMPHONY and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYMPHONY and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**SYMPHONY OF THE MOUNTAINS**

\_\_\_\_\_  
SCOTT EDDLEMON  
General Manager

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
RODNEY B. ROWLETT, III  
City Attorney



**AGREEMENT**

**BETWEEN**

**THE CITY OF KINGSPORT, TENNESSEE**

**AND**

**THE KINGSPORT CHAMBER FOUNDATION, INC.  
“MOVE TO KINGSPORT PROGRAM”**

THIS AGREEMENT made and entered into as of the 1st day of July, 2024, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

**WITNESSETH:**

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort to enhance current efforts and to actively recruit residents of quality to Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for residential recruitment support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**I. TERM.**

The term for this Agreement is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses

incurred after June 30, 2025.

## **II. SCOPE OF WORK.**

- A. The scope of work for this Agreement will be to assist in the enhancement and formulation of the Chamber's program of processing relocation inquiries and relocation recruiting as a non-traditional form of economic development.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Accordingly the CHAMBER agrees:
  1. Establish and continue on with a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate professionals and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors of the Chamber; and
  2. To maintain the necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment program; and
  3. To provide some or all of the following, as needed:
    - Maintain a dedicated internet web site (movetokingsport.com) as the primary source to recruit people to move to Kingsport.
    - Establish and implement a marketing plan to promote said web site. Coordinate marketing efforts with CITY Public Information Department.
    - Enhance, expand and synergize existing materials used to respond to relocation inquiries, including a 4-color relocation guide to Kingsport, movetokingsport.com information, Kingsport map, real estate information, employment information and other community information.
    - Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.
    - Continue the employer assistance program in recruiting professionals to live

and work in Kingsport.

### **III. MONITORING AND REPORTING REQUIREMENTS.**

CHAMBER will provide CITY with quarterly written reports delivered to the Board of Mayor and Aldermen. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on residential recruitment, and will annually report on the measures in the Appendix of this Agreement.

### **IV. COMPENSATION.**

- A. CITY will pay CHAMBER TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00) for the term of this agreement for services provided as described in Section II Scope of Work.
- B. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- C. CHAMBER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. §6-56-105. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

- D. CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less

than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

**V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.**

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.

**VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

CHAMBER will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

**VII. STAFFING.**

- A. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, CHAMBER will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

**VIII. TERMINATION**

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00)

**IX. EXTENSION OF AGREEMENT.**

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

**X. OPERATING INFORMATION.**

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information

requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

**XI. CITY-DESIGNATED REPRESENTATIVES.**

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

**XII. ASSURANCES.**

CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

**XIII. INDEPENDENT CONTRACTOR.** CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or their employees or agents.

**XIV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER FOUNDATION, INC.**

---

MILES BURDINE  
Secretary

ATTEST:

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FRANK LETT  
Executive Director, Visit Kingsport

**CITY OF KINGSPORT, TENNESSEE**

ATTEST:

---

City Recorder

---

PATRICK W. SHULL  
Mayor

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**

**BETWEEN**

**THE CITY OF KINGSPORT, TENNESSEE**

**AND**

**THE KINGSPORT CHAMBER FOUNDATION  
“SMALL BUSINESS DEVELOPMENT  
AND ENTREPRENEURSHIP PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2024, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "FOUNDATION".

**WITNESSETH:**

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that FOUNDATION be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the FOUNDATION is willing to create the Office of Small Business Development and Entrepreneurship; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**I. TERM.**

The term for this Agreement is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.

**II. SCOPE OF WORK.**

- A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship. Notwithstanding anything in this agreement to the contrary, all funds provided by the CITY under this agreement will be used only to accomplish the purposes set forth in this Section II.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by FOUNDATION with input from CITY and other members of the small business community.
- C. FOUNDATION will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Under separate agreement, FOUNDATION may manage the small business incubator program.
- F. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by FOUNDATION pursuant to this Agreement. Accordingly the FOUNDATION agrees:
  - 1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
  - 2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and



3. Coordinate with CITY Public Information staff on Marketing and Promotion of events related to FOUNDATION programming; and
4. To provide some or all of the following, as needed:
  - Establish an education course in entrepreneurship—"School of Entrepreneurship-Small Business University" . . .Celebrate both success and failure to encourage risk taking
  - Establish a pool of funds (loans, grants, venture capital)
  - Expand the Business Advisory Panel. Make it available to more businesses. (Make it mandatory for those who receive a loan, grant, venture capital)
  - Establish incentives program
  - Continue seminars & training opportunities
  - Live Here. Play Here. Shop Here. Dine Here. "Shop Here First Program"
  - Establish a database of goods and services available and / or needed locally— Business-to-Business
  - Create an environment that makes Kingsport the location of choice for healthcare providers
  - Link to Holston Business Development Center
  - Link to FOUNDATION networking opportunities
  - Link to local business parks and retail/commercial locations
  - Link to KHRA for redevelopment opportunities
  - Link to developers
  - Link to government agencies (especially city)
  - Link to KEDP
  - Solicit and address concerns/problems from existing businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development
  - Maintain a working knowledge of available state / federal programs that can assist small business
  - Link to grant writers as appropriate (Critical for technology-based businesses)
  - Link to Sullivan County Economic Development Partnership
  - Link to tourism (KCVB & NETTA)
  - Link to First Tennessee Development District
  - Link to Northeast Tennessee Tech Council
  - Recruit people to start businesses in Kingsport (Local, national & international)
  - Create positive attitude for doing business in Kingsport
  - Continue lobbying local, state & federal officials for the benefit of small business
  - Develop program for employee recruiters (Program will be similar to one developed for physicians)
  - Continue *Kingsport Times-News* Small Business Start-up Contest

- Emphasize Ribbon Cuttings / Groundbreakings
- Expand program that helps businesses recruit key employees

**III. MONITORING AND REPORTING REQUIREMENTS.**

FOUNDATION will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March FOUNDATION will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by FOUNDATION toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, FOUNDATION will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.

**IV. COMPENSATION.**

- A. CITY will pay FOUNDATION ONE HUNDREDD THOUSAND and NO/100 Dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the FOUNDATION FIFTY THOUSAND DOLLARS and NO/100 (\$50,000) on July 1, 2024 and FIFTY THOUSAND DOLLARS and NO/100 (\$50,000) January 1, 2025, provided the agreement is not otherwise terminated.
- C. FOUNDATION will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000-\$50,000) from sources other than CITY to fund the balance of this program. FOUNDATION will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line item reports used by city departments. FOUNDATION will also provide some in kind contributions including work from members of the staff of FOUNDATION to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- D. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- E. FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.
- (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

F. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

**V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.**

The FOUNDATION will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. FOUNDATION will not assign any rights to funds provided herein without the prior written authorization of the CITY.

**VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

FOUNDATION will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

**VII. STAFFING.**

- A. FOUNDATION will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, FOUNDATION will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

**VIII. TERMINATION**

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed ONE HUNDRED THOUSAND and NO/100 Dollars (\$100,000).

**IX. EXTENSION OF AGREEMENT.**

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

**X. OPERATING INFORMATION.**

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. FOUNDATION designates the Corporate Secretary as its representative for this Agreement. FOUNDATION will provide any relevant information requested by CITY concerning the small business program of FOUNDATION, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

**XI. CITY-DESIGNATED REPRESENTATIVES.**

The City Manager will serve as the CITY representative on the Board of FOUNDATION, and will be entitled to attend all meetings of FOUNDATION, and participate on all issues before the Board.

**XII. ASSURANCES.**

FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

**XIII. REPORTING.**

FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

**XIV. INDEPENDENT CONTRACTOR.** FOUNDATION’S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not

the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or their employees or agents.

**XV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER FOUNDATION**

\_\_\_\_\_  
MILES BURDINE  
Secretary

ATTEST:

\_\_\_\_\_  
AUNDREA SALYER  
Executive Director, Kingsport Office of Small Business Development & Entrepreneurship

**CITY OF KINGSPORT, TENNESSEE**

ATTEST:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

**AGREEMENT**

**BETWEEN**

**THE CITY OF KINGSPORT, TENNESSEE**

**AND**

**THE KINGSPORT CHAMBER FOUNDATION  
“HEALTHY KINGSPORT PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

**WITNESSETH:**

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Healthy Kingsport Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
- 2. DESCRIPTION OF THE PROJECT.**

FOUNDATION will work to develop and promote programs designed to promote positive health outcomes and provide information to improve the health for the citizens of Kingsport. FOUNDATION agrees as follows to undertake the following action items and responsibilities:

- A. Work in coordination with the City Leisure Service Departments to promote recreational activities.

- B. Create programming that focuses on healthy initiatives that can be done year round.
  - C. Produce events located in different areas throughout the entire City Limits that reflect FOUNDATION initiatives.
  - D. Work with the Kingsport City School system to create programming centered on a healthy lifestyle including but not limited to smoking prevention, substance abuse, underage drinking, nutrition, and exercise.
  - E. Maintain a website with up to date information on topics to general health and wellbeing as well as event and partner opportunities.
  - F. Coordinate Marketing/Promotions with CITY public information staff.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FIFTY THOUSAND DOLLARS (\$50,000).
4. **REQUEST FOR REIMBURSEMENT.** FOUNDATION will bill CITY for payment of funds after July 1, 2024, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with

regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.



**16. INDEPENDENT CONTRACTOR.** FOUNDATION’S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or it employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT CHAMBER FOUNDATION**

\_\_\_\_\_  
MILES BURDINE  
Secretary

ATTEST:

By: \_\_\_\_\_

Director, Healthy Kingsport

**CITY OF KINGSPORT**

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PATRICK W. SHULL  
Mayor

ATTEST:

---

City Recorder

APPROVED AS TO FORM;

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RODNEY B. ROWLETT, III  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**BRANCH HOUSE FAMILY JUSTICE CENTER**  
**“BRANCH HOUSE”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the Branch House Family Justice Center, hereinafter called "BRANCH HOUSE".

**WITNESSETH:**

WHEREAS, BRANCH HOUSE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist BRANCH HOUSE with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by BRANCH HOUSE.
2. **DESCRIPTION OF THE PROJECT.**

BRANCH HOUSE agrees to coordinate free services for survivors and provides assistance for meeting immediate and long-term needs, including medical and legal assistance. On-site services include representatives from local agencies that have been specially trained to provide assistance to people who have experienced domestic or sexual violence.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to BRANCH HOUSE under this Agreement will not exceed TWENTY FIVE THOUSAND DOLLARS and NO/100 (\$25,000).
4. **REQUEST FOR REIMBURSEMENT.** BRANCH HOUSE will bill CITY for payment of funds after July 1, 2024, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** BRANC HOUSE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
  - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. BRANCH HOUSE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of BRANCH HOUSE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** BRANCH HOUSE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. BRANCH HOUSE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed

by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** BRANCH HOUSE will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, BRANCH HOUSE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY FIVE THOUSAND DOLLARS and NO/100 (\$25,000).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** BRANCH HOUSE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** BRANCH HOUSE hereby assures CITY that BRANCH HOUSE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** BRANCH HOUSE will provide any relevant information requested by CITY concerning BRANCH HOUSE's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and BRANCH HOUSE have previously agreed that the project term for this contract is from July 1, 2024 to June 30, 2025. Accordingly, funds allocated by CITY to BRANCH HOUSE can be used to reimburse BRANCH HOUSE for eligible project expenses beginning on July 1, 2024. In no event will CITY participate in project expenses incurred after June 30, 2025.
15. **REPORTING.** BRANCH HOUSE will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to BRANCH HOUSE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** BRANCH HOUSE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. BRANCH HOUSE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither BRANCH HOUSE nor its employees will,

under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by BRANCH HOUSE, or it employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

BRANCH HOUSE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with BRANCH HOUSE’S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of BRANCH HOUSE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to BRANCH HOUSE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**BRANCH HOUSE**

\_\_\_\_\_  
DEB RICHMOND  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

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City Recorder

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RODNEY B. ROWLETT, III  
City Attorney



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award Bid to Summers-Taylor, Inc. for Kingsport Resurfacing Project (PIN #129800.00) Contingent Upon Concurrence by TDOT and Authorizing the Mayor to Sign All Applicable Documents**

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

Action Form No.: AF-206-2024  
 Work Session: July 15, 2024  
 First Reading: N/A  
 Final Adoption: July 16, 2024  
 Staff Work By: Staff  
 Presentation By: Ryan McReynolds

**Recommendation:**  
 Approve the Resolution

**Executive Summary:**  
 Bids were opened on June 20, 2024 for the Kingsport Resurfacing Project (PIN #129800.00). This project consists of placing approximately 5,100 tons of asphalt on portions of Moreland Drive, Netherland Inn Road, Cooks Valley Road, and Fall Creek Road within the City of Kingsport. Project also includes milling, traffic control, pavement markings and other associated work. The project shall be completed within 6 months of work starting, weather dependent.

Staff has submitted bids to TDOT for review and we are awaiting concurrence with awarding the bid to the apparent low bidder, Summers-Taylor, Inc. in the amount of \$2,295,402.50.

Base Bid	\$ 2,295,402.50
Contingency 6%	\$ <u>137,724.00</u>
 Total Project Cost	 \$ 2,433,126.50

The base engineering estimate for the referenced project is \$2,265,923.90.

Funding is available and identified in GP2033.

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Map

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

Item XI6.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CONDITIONALLY AWARDING THE BID FOR THE KINGSFORT RESURFACING PROJECT (PIN# 129800.00) CONTINGENT UPON CONCURRENCE BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO SUMMERS-TAYLOR, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 20, 2024, for the Kingsport Resurfacing Project (PIN #129800.00); and

WHEREAS, upon review of the bids, the board finds Summers-Taylor, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for consists of placing approximately 5,100 tons of asphalt on portions of Moreland Drive, Netherland Inn Road, Cooks Valley Road, and Fall Creek Road within the city, and also includes milling, traffic control, pavement markings and other associated work from Summers-Taylor, Inc., at an estimated construction cost of \$2,295,402.50; and

WHEREAS, funding and/or reimbursement for this project will be provided by the Tennessee Department of Transportation which must concur in the intent to award the bid for the project; and

WHEREAS, in an effort to expedite initiation of the work for this project it is recommended the board express an intent to award the bid and conditionally award the bid contingent upon concurrence by the Tennessee Department of Transportation in the award of bid; and

WHEREAS, funding is identified in project numbers GP2033.

Now therefore,

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

SECTION I. That the board hereby expresses its intent to award the bid for the Kingsport Resurfacing Project (PIN #129800.00) to Summer-Taylor, Inc.

SECTOIN II. That, upon concurrence in the bid by the Tennessee Department of Transportation the bid for the Kingsport Resurfacing Project (PIN #129800.00), consisting of placing approximately 5,100 tons of asphalt on portions of Moreland Drive, Netherland Inn Road, Cooks Valley Road, and Fall Creek Road within the city, and also includes milling, traffic control, pavement markings and other associated work at an estimated cost of \$2,295,402.50 is awarded to Summers-Taylor, Inc., and the mayor or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport an agreement for the same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING  
MINUTES  
June 20, 2024  
4:00 P.M.

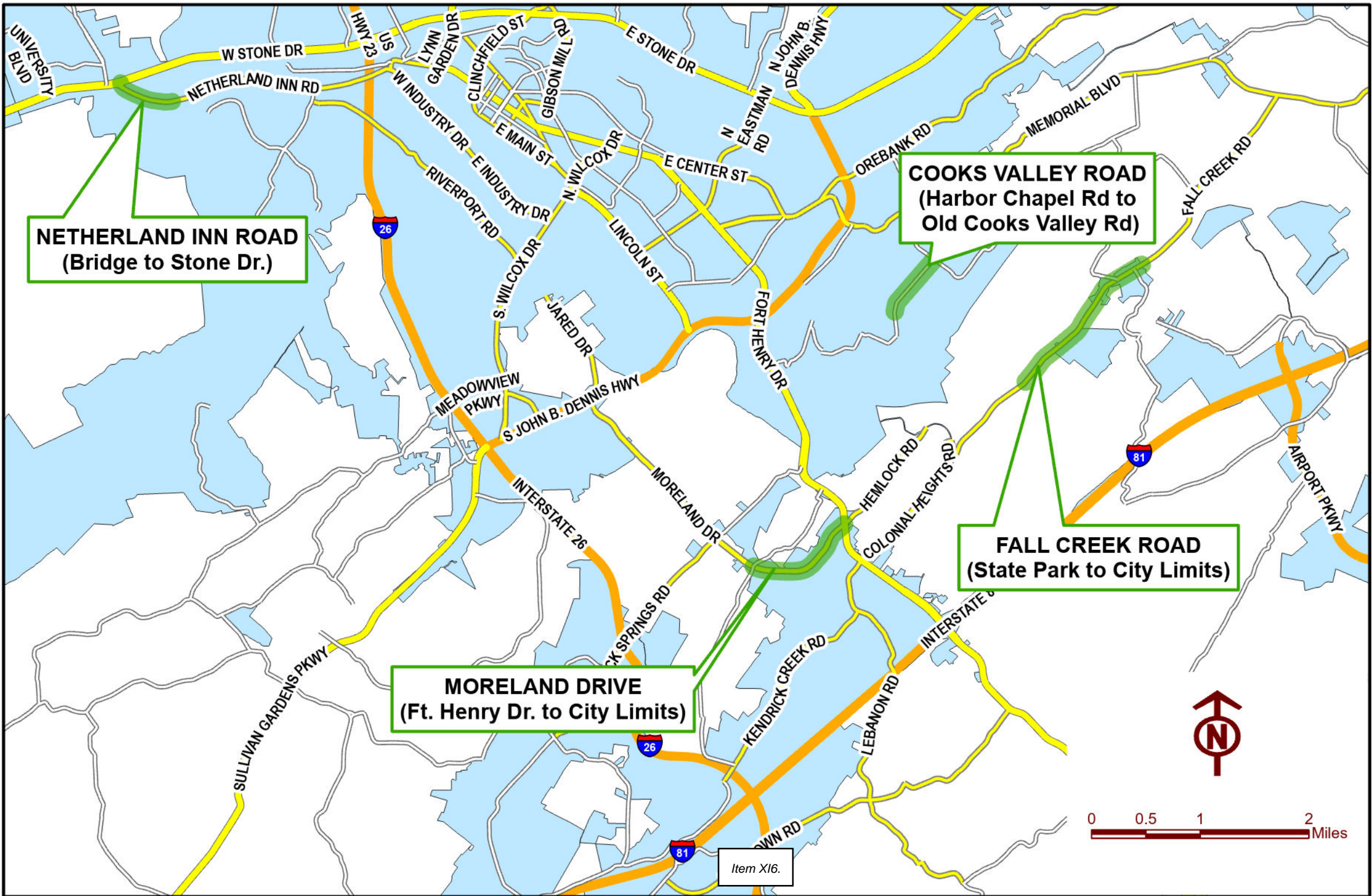
Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

TDOT PIN: 129800.00 Federal Project No.: STP-M-9108(51) State Project No.: 82LPLM-F3-096	
Vendor:	Lump Sum:
W-L Construction Co.	\$2,958,129.00
Summers – Taylor, Inc.	\$2,295,402.50

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



**NETHERLAND INN ROAD  
(Bridge to Stone Dr.)**

**COOKS VALLEY ROAD  
(Harbor Chapel Rd to  
Old Cooks Valley Rd)**

**FALL CREEK ROAD  
(State Park to City Limits)**

**MORELAND DRIVE  
(Ft. Henry Dr. to City Limits)**

Item X16.

**Legend**

- Collector Street
- Expressway
- Interstate
- Minor Arterial
- Major Arterial
- Kingsport Limits

**Project Location Map**  
**MPO Resurfacing Grouping**  
**TODT PIN: 129800.00**

Path: \\kpt-fs2\m\p\Projects\50700s\50739 - Kingsport Resurfacing Grouping\Locations Maps.aprx



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve Contract and Recycler Agreement with Loomis Armored US, LLC**

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

Action Form No.: AF-202-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Winkle/Rowlett  
Presentation By: Lisa Winkle

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

First Horizon National Bank has entered into agreements with Loomis Armored US, LLC that Finance and Management believe would be advantageous to the City of Kingsport.

Under the agreement between First Horizon and Loomis, First Horizon will give the City same day provisional credit for deposits fed into a Loomis Recycler. Loomis would then pick up the deposits once or twice weekly as needed. The contract between the City and Loomis includes 3 Recyclers. One each for the Customer Service Center at City Hall, Bays Mountain, and Aquatic Center.

Advantages for City of Kingsport:

- Eliminate risk to employees transporting cash.
- Eliminate time needed for employees to transport deposits.
- Increase internal controls over cash. Once cash is fed into the deposit side of Recycler only Loomis has access to remove it. Drawer change fund is deposited into recycler side at close of day and then withdrawn by employee at start of day. Each employee has a separate code for the Recycler.
- Reduce time of employees counting cash because the recycler counts the cash for you.
- Because First Horizon gives credit for cash in safe we will be in compliance with State of Tennessee deposit laws without having to make a trip to the bank every day.

Contract is for five years at \$6,000 per month for the 3 Recyclers and related pick-ups. Since we are a governmental entity, the contract does include a non-appropriation clause.

Current year funding is in 110-2001-421-4012.

**Attachments:**

1. Resolution
2. Loomis Contract and Recycler Agreement
3. Letter from First Horizon

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH LOOMIS ARMORED US, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, City, in its ongoing efforts to improve its processes and efficiencies, and mitigate risk has identified a mechanism to improve its system for receiving, securing, and depositing cash receipts by implementing a cash management service; and

WHEREAS, First Horizon National Bank, one of the financial institutions which maintains official City bank accounts, has partnered with Loomis Armored US, LLC which provides cash management services; and

WHEREAS, through the Loomis SafePoint solution cash, including both paper money and coins, are secured within a repository referred to as a recycler which accounts for cash, dispenses change drawer funds for daily transactions, and as a result of the partnership between First Horizon National Bank and Loomis City receives daily credit for cash deposited into the recycler; and

WHEREAS, the service also provides for weekly collection of deposited cash by Loomis for secure transport to First Horizon which significantly reduces risk to City and its employees by relieving them of this task; and

WHEREAS, this service provides City with such additional benefits as increased internal controls, improved efficiency, and maintains compliance with state law that requires deposits be made within three days of City's receipt of funds; and

WHEREAS, pursuant to the agreement recyclers will be implemented in the Customer Service Center at City Hall, the Bays Mountain Park Nature Center, and the Kingsport Aquatic Center, from which Loomis will make weekly collections; and

WHEREAS, Loomis is the sole provider of this service as the sole partner with First Horizon National Bank for which daily credit can be given for deposits; and

WHEREAS, the contract is for five (5) years, at a cost of \$6,000.00 per month, with funding available in 110-2001-421-4012.

Now therefore,

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

SECTION I. In light of the foregoing averments incorporated herein by reference as though fully set forth, an agreement with Loomis Armored US, LLC, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Agreement with Loomis Armored US, 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 as set out below:

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

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

ADOPTED this the 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY





**RECYCLER AGREEMENT**

The following paragraphs of this Recycler Agreement (the "Agreement") outline the agreements and understandings by and between

**LOOMIS ARMORED US, LLC**  
**("LOOMIS")**  
a Texas limited liability company,  
with offices at:  
2500 City West Blvd., Ste. 2300  
Houston, TX 77042

and  
City of  
Kingsport

ices at:  
415 Broad Street  
Kingsport, TN 37660

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This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date").

**Term:** As used in this Agreement, the term "CUSTOMER" expressly includes any agents designated by CUSTOMER. The initial term of this Agreement will begin as to each Recycler (herein later defined), on the date of installation and shall continue for a period of five (5) years per Recycler ("Term"). CUSTOMER agrees that LOOMIS is the exclusive provider for the services described in this Agreement during the Term and. Except as expressly provided in this Agreement, this Agreement contains no provision for early termination in whole or in part, provided however, that (a) either party may terminate this Agreement upon five (5) days written notice to the other party in the event of the bankruptcy or insolvency of the other party, and (b) LOOMIS may terminate this Agreement upon thirty (30) days written notice in the event of a material reduction or cancellation of insurance required pursuant to this Agreement.

**Additional Recyclers and Recycler:** CUSTOMER acknowledges and agrees that any Recyclers added to this Agreement after the Effective Date shall be subject to independent term periods equal to the Initial Term starting on the date of Recycler installation plus any applicable Renewal Term.

If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. Before these other services commence, a written amendment, signed by LOOMIS and CUSTOMER, will be attached to this Agreement confirming these additional services.

### SERVICE SPECIFICATIONS

CUSTOMER and LOOMIS agree to the following Service Specifications:

**Recycler Specifications:**

Description of Recycler and/or Equipment delivered (Recycler hereinafter referred to as "Recycler" or "Equipment"):  
*Unit Type # 1 Titan RX*

**Transportation Specifications:**

Deposit and Conjunctive Change service and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

Loomis Branch	Customer Location	Maximum Liability Amount	Service Frequency	Installation Date	Unit Type	Total Monthly Package Fee* (See below)
Loomis Branch #3800	City of Kingsport 415 Broad Street Kingsport, TN 37660	\$125,000 per Shipment	2x per week ( )	On or before sixteen weeks from the date this Agreement is executed.	Titan RX	\$2,200
Loomis Branch 3800	Bays Mountain Park & Planetarium 853 Bays Mountain Park Rd Kingsport, TN 37660	\$125,000 per Shipment	1x per week	On or before sixteen weeks from the date of this Agreement is executed.	Titan RX Redeploy LTR00063	\$1,800
Loomis Branch 3800	Kingsport Aquatic Center 1820 Meadowview Parkway Kingsport, TN 37660	\$125,000 per Shipment	1x per week	On or before sixteen weeks from the date of this Agreement is executed.	Titan RX	\$2,000

**Cash Management Specifications:**

Verification of Validated Cash in order to confirm Recycler's audit report accurately reflects the contents of the Recycler along with other services as described herein.

**Total Monthly Package Fee:**\* As indicated in the Transportation Specifications per Recycler unit, plus all applicable taxes and charges (e.g., fuel and Ancillary Items) due and payable as set forth in the terms and conditions.

*This total package includes: Use of the Recycler, transportation and cash management services. Initial shipping, installation, pre-installation review, along with initial setup, configuration and on-site training included. Also included is a manufacturer's warranty on the Recycler.*

**Ancillary Items**

**Storage and Handling Fee:** A fee of \$300.00 per month per Recycler will be charged starting on the month following the agreed upon Installation Date and shall continue until the month following the date that the Recycler has been installed to offset the inventory storage, and handling cost associated with each unit. The Storage and Handling Fee shall apply to the extent of installation delays arising from CUSTOMER'S delays or non-responsiveness and in those instances where a CUSTOMER may ask LOOMIS to de-install and temporarily store the Recycler.

**Premise Time:** Each Titan R service location under this Agreement (regardless of the number of Recyclers serviced at such location) is allotted twelve (12) minutes of service time. Over twelve (12) minutes, a fee of \$2.50 per minute shall be assessed. Each Titan RX service location under this Agreement (regardless of the number of Recyclers serviced at such location) is allotted fifteen (15) minutes of service time. Over fifteen (15) minutes, LOOMIS may elect to depart from the Titan R and/or Titan RX service location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

**Research and Supply Fee:** A fee of \$ 65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

**Excess Item Handling:** A fee of \$1.50 per Item is assessed when the number of Items exceeds ten (10) Items per Shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

**Non-Scheduled/Off-Day Service:** \$100.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

**Sunday/Holiday Service:** \$200.00 per trip, per location. Additional fees apply for off-route and remote locations.

**Excess Liability:** A fee of \$0.40 per \$1,000 or fraction thereof for any amounts which exceed the Maximum Liability Amount per Shipment.

**Insurance Fee:** WAIVED

**Bank Change Fee**: A fee of \$150.00 per location shall apply (4 to 6 weeks prior notice requested).

If CUSTOMER does not desire Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

**Decline**

**Reconstruction Obligations:**

As explained in Section 6(c) of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, or destroyed checks. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

**Decline**

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 6(c), LOOMIS' liability for all checks contained within the Shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in the Shipment.

## TERMS AND CONDITIONS

### 1. DEFINED TERMS

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections of this Agreement in which they are defined.

- a. *Cargo*: currency, coin, checks, securities, or other valuables.
- b. *Cargo Loss*: any loss or destruction of Cargo that occurs while the Cargo is under LOOMIS' sole care, custody and control or as otherwise described herein.
- c. *Cash*: refers to currency and coin, and does not refer to checks, securities, or other valuables received.
- d. *Deposit Cassettes*: the cassette(s) located within the secure compartment that receives and holds Cash deposited by the CUSTOMER to be collected by LOOMIS and which may be subject to provisional credit provided by CUSTOMER's banking institution.
- e. *Deposit Ticket*: the stated value supplied by the CUSTOMER at the time the Shipment container is tendered to LOOMIS.
- f. *Manual Drop Shipments*: currency, coin or checks inserted into the manual drop section of the Recycler.
- g. *Recycling Cassettes*: the fixed cassette(s) located within the secure compartment that receives and holds Cash deposited by the CUSTOMER which, upon automated request, dispenses allocated sums of Cash to persons authorized by the CUSTOMER.
- h. *Shipment(s)*: one or more sealed containers, including but not limited to locked and sealed cassettes, sealed bag(s) or other vessel(s), of cash either received by LOOMIS.
- i. *Shortage*: any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed Shipment container.
- j. *Validated Cash*: currency inserted and accepted by the Recycler bill validator.

### 2. SERVICES and EQUIPMENT

a. **Services**. Services include the transportation and cash management services described below. The fees payable by CUSTOMER to LOOMIS for Services are described in this Agreement.

(1) Transportation Services. LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent of CUSTOMER, securely sealed or locked Shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables received. If the Shipment container(s) received by LOOMIS from CUSTOMER or CUSTOMER's designated agent do not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such Shipment container(s). If LOOMIS accepts sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s) and transport such sealed container(s) to the designated LOOMIS processing facility. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the contents of any Shipment. The fees payable under this Agreement are based upon the Maximum Liability Amount and level(s) of service specified in this Agreement.

(2) Recycler Services. LOOMIS will provide initial deliveries and subsequent replenishment orders of cash (bank notes and coin) to CUSTOMER and CUSTOMER shall be responsible for placing this cash in the Recycler. Each Recycler serviced under this Agreement shall be equipped with access controls, including keypad entry and integrated biometrics. The Recycler will have enhanced and auditable access capabilities which tracks and registers access to the Recycler along with the property inside the unit, including within the Deposit and Recycling Cassettes. CUSTOMER agrees that if LOOMIS personnel are unable to obtain immediate access to the Recycler on the scheduled service day, then LOOMIS shall, at its sole discretion, either depart from the CUSTOMER's location or remain for a reasonable period of time and charge CUSTOMER Premise Time charges at the rate set forth in this Agreement. Also, for the avoidance of doubt, Premise Time charges shall apply while LOOMIS personnel are servicing the Recycler. Collections from the Recycler by LOOMIS will be transported by LOOMIS and processed as more fully described herein.

i. Notwithstanding anything to the contrary contained herein, CUSTOMER agrees that its designated manager or employee must be present at all times while LOOMIS accesses and services the Recycler, otherwise any and all content or funds guarantee shall be void and CUSTOMER, to the extent permitted by Tennessee law, agrees and waives any and all claims which may be made against LOOMIS for any loss associated with the property contained within the Recycler.

ii. CUSTOMER warrants and represents to LOOMIS that it has undertaken the necessary studies and obtained structural approval by a building surveyor (or similar professional) for the Recycler(s) to be installed at the CUSTOMER premises set out in this Agreement. To the maximum extent permitted by applicable law, CUSTOMER agrees to release, indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses including but not limited to landlords, building owners and other third parties for installation and placement of the Recycler(s) on the premises.

(3) Cash Management Services (“CMS”). Upon LOOMIS transportation and delivery of the Shipment container(s) to a LOOMIS CMS facility, LOOMIS will verify the currency, coin, checks, securities, and/or other valuables. If CUSTOMER desires change order delivery (included in the Total Monthly Package Fee), CUSTOMER will be responsible for ordering all change from their financial institution. CUSTOMER’s audit report will indicate end of day Recycler’s deposit totals segregated by Manual Drop Shipments (if any) and Validated Cash. If CUSTOMER has any specified procedure or condition to change this process, such procedure or condition shall be documented, mutually agreed upon, and included in this Agreement or a subsequent Amendment.

With regard to manual deposit processing, if LOOMIS is processing and not transporting directly to CUSTOMER’s designated agent, LOOMIS’ verification procedure includes confirming that the CUSTOMER’s Deposit Ticket(s) matches the fine or actual count of funds contained in any sealed container as performed by LOOMIS pursuant to this Agreement. Differences may include shortages, overages and/or counterfeit of any moneys processed by LOOMIS. LOOMIS agrees to be responsible for all manual deposit processing verification errors caused by LOOMIS and discovered or claimed after the twenty-four (24) business hour period has expired.

(4) Additional or Special Services. If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

**b. Recycler**. LOOMIS agrees to provide, and CUSTOMER agrees to take possession of, the Recycler at each agreed upon service location.

(1) Inspection of Recycler. CUSTOMER shall inspect the Recycler within forty-eight (48) hours of delivery and installation. Unless CUSTOMER gives written notice to LOOMIS specifying any defect in the Recycler, CUSTOMER agrees that it shall be deemed that the Recycler is in good condition, repair and working order. During CUSTOMER’S normal business hours, LOOMIS shall have the right to enter service location, inspect the Recycler and observe its use.

(2) Suitability of Recycler. CUSTOMER agrees that: (a) the Recycler described herein is of the type and kind suitable for CUSTOMER’s purpose and needs; (b) that unless otherwise provided herein, this Agreement is not subject to cancellation prior to the expiration of the Term; and (c) CUSTOMER agrees to provide LOOMIS with forty-five (45) days prior written notice should it become necessary to move the Recycler to a different location. CUSTOMER shall not move the Recycler to another location without LOOMIS prior written consent, which shall not be unreasonably withheld or delayed. CUSTOMER further agrees to pay all costs associated with relocation of such Recycler.

(3) Installation. CUSTOMER shall be responsible for any applicable permits or licenses which may be required for the installation and/or operation of Recyclers. CUSTOMER shall be responsible for any costs incurred by LOOMIS associated with delays and miscommunication associated with the Equipment installation date; and, if appointments are not kept, CUSTOMER may incur costs associated with Equipment redelivery and installation. Each Recycler must be installed by LOOMIS or its designated agent. If necessary for the functionality of the Recycler (as determined by LOOMIS), CUSTOMER shall provide, at its own expense, and throughout the term of this Agreement: a dedicated, grounded electrical line and/or a dedicated phone line and/or data line, and any other necessary site preparation as may be required for appropriate installation and as needed to maintain the correct ongoing operation of the Recycler. The Equipment will require the use of a dedicated data line provisioned with a static IP by CUSTOMER’S local Internet provider which will serve as the primary source of remotely communicating with the Equipment; but, in the event a dedicated data line is not available based on the conditions or physical location of the Equipment, a wireless cellular modem is available at additional cost.

(4) Return or Repossession. Upon the expiration or earlier termination of this Agreement, CUSTOMER shall return the Recycler to LOOMIS in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by making the Recycler available for de-installation and removal at CUSTOMER's cost and expense. In the event of loss or damage to the Recycler, unless such loss or damage was caused by LOOMIS,, CUSTOMER shall, at LOOMIS option: (a) pay the cost to place the Recycler in good repair, condition and working order; or (b) pay for a replacement Recycler. No loss or damage to the Recycler or any part thereof shall impair any obligation of CUSTOMER under this Agreement, which shall continue in full force and effect through the term of the Agreement. In the event it becomes necessary for LOOMIS to take possession of and/or be required to remove the Recycler due to CUSTOMER's early termination without cause, or due to CUSTOMER's breach of this Agreement, LOOMIS shall be entitled to reasonable reimbursement from CUSTOMER, of all expenses associated with removal and/or repossession of such Recycler, and reasonable attorney's fees, if incurred to obtain appropriate authority for removal and/or repossession..

(5) Access to Recycler. CUSTOMER shall provide LOOMIS or LOOMIS' agent, vendor, contractor or other designee free and clear access to the Recycler during normal business hours, or at a mutually agreeable time to perform maintenance and service to ensure proper functionality and security of Recycler. CUSTOMER agrees to cooperate with Loomis as may be necessary to ensure the Services are performed as contemplated herein. CUSTOMER agrees and acknowledges that it shall not have access to that portion of the Recycler or any currency accepted by the Recycler bill validators and any Deposit Cassettes or drawers for which provisional credit may be advanced by a financial institution.

**c. Certain Customer Representations and Agreements.** Regarding the Services, CUSTOMER acknowledges and agrees that LOOMIS' count of all funds verified shall be deemed correct and final. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the property delivered to LOOMIS pursuant to this Agreement. Regarding the Equipment, CUSTOMER agrees that title and right to possession of the Recycler shall at no time pass to CUSTOMER. The Recycler is and shall remain personal property of LOOMIS, notwithstanding the fact that the Recycler may be affixed, attached to or imbedded in or upon real property or a building, whether by cement, bolts, or other means. The Recycler must be firmly and securely attached to the concrete foundation. CUSTOMER represents and guarantees to LOOMIS that the physical location(s) where the Recycler is located shall at a minimum have a fully functional monitored premise and fire/smoke detection alarm, including: i.) door and window contacts at all exterior openings to the building where the Recycler is located; ii.) monitored motion detection sensors covering the entire room where the Recycler is located; and iii.) wireless or cellular alert capability or a secured line with automatic notification. CUSTOMER acknowledges and agrees that in certain jurisdictions where police response is conditioned upon verified alarm notification, LOOMIS may, in its sole discretion, require CUSTOMER to obtain a verified alarm or twenty-four (24) hour remote monitoring service. Each CUSTOMER location shall also have reasonable and customary security measures for its industry, including, but not limited to, fully functional door locks and multiple video camera recorded surveillance on the Recycler with at least one (1) video camera surveillance recording the full and unimpeded view of individuals accessing the Recycler and its interior compartment(s). Video surveillance recordings must be retained a minimum of forty-five (45) days. If at any time during this Agreement CUSTOMER is (1) negligent regarding CUSTOMER'S site security obligations of the service location where the Recycler is located; (2) in breach of the site security obligations set out in this Agreement; or (3) if CUSTOMER fails at any time during this Agreement to maintain the security requirements in this Section 2(c), then any LOOMIS guarantee of funds shall be void and LOOMIS shall have no further obligation to reimburse CUSTOMER for any resulting loss of funds or Equipment. Within ten (10) days of LOOMIS' request, CUSTOMER agrees to fully reimburse LOOMIS for all amounts paid by LOOMIS to CUSTOMER's financial institution arising out of, or related to loss which is directly attributed to: (a) CUSTOMER's failure to maintain its obligations under this Agreement, including but not limited to, the obligations under this Section 2(c); or (b) any breach of this Agreement by CUSTOMER. Failure by CUSTOMER to correct any site security or Equipment security deficiencies is an event of Default under Section 13 for which LOOMIS may terminate this Agreement. In like manner, CUSTOMER agrees to reimburse LOOMIS for all amounts associated with damage or loss of Equipment as a sole result of CUSTOMER's negligence or failure to adhere to the security requirements referenced herein. .

### **3. BILLING AND PAYMENT**

CUSTOMER agrees to pay LOOMIS the Total Monthly Package Fee, plus any Ancillary Items described in this Agreement or any Exhibit or Addendum hereto and any applicable federal, state or local taxes within fifteen (15) days of invoice. LOOMIS at its discretion may impose, and CUSTOMER agrees to pay, a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum, or such lesser rate as may be required by law, on any late or unpaid invoice amounts due and payable to LOOMIS. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay

any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, suspend the account and/or terminate this Agreement upon ten (10) days written notice. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed in this Agreement.

**4. RATE ADJUSTMENT**

LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS shall assess a monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy ([WWW.EIA.DOE.GOV](http://WWW.EIA.DOE.GOV)). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Items). LOOMIS established baseline is \$1.91. Any cost above the \$1.91 baseline cost will be adjusted on a monthly basis by 0.25% on price movements of 40 cents per gallon. The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table referenced below is for guidance only and does not reflect the maximum rate which might be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$9.61	\$10.00	\$0.40	5.00%
\$9.21	\$9.60	\$0.40	4.75%
\$8.81	\$9.20	\$0.40	4.50%
\$8.41	\$8.80	\$0.40	4.25%
\$8.01	\$8.40	\$0.40	4.00%
\$7.61	\$8.00	\$0.40	3.75%
\$7.21	\$7.60	\$0.40	3.50%
\$6.81	\$7.20	\$0.40	3.25%
\$6.41	\$6.80	\$0.40	3.00%
\$6.01	\$6.40	\$0.40	2.75%
\$5.61	\$6.00	\$0.40	2.50%
\$5.21	\$5.60	\$0.40	2.25%
\$4.81	\$5.20	\$0.40	2.00%
\$4.41	\$4.80	\$0.40	1.75%
\$4.01	\$4.40	\$0.40	1.50%
\$3.61	\$4.00	\$0.40	1.25%
\$3.21	\$3.60	\$0.40	1.00%
\$2.81	\$3.20	\$0.40	0.75%
\$2.41	\$2.80	\$0.40	0.50%
\$2.01	\$2.40	\$0.40	0.25%
\$1.91	\$2.00	\$0.40	0.00%

a. LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to minimum wage, to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.



## 5. LIABILITY

a. **General Liability.** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement: (1) for Manual Drop Shipments, from the time LOOMIS signs for and receives physical custody of the Shipment container(s) or (2) for Validated Cash, when valuables are deposited into the Recycler note validator. LOOMIS' responsibility terminates when the CUSTOMER or CUSTOMER's designated agent takes physical possession of the Shipment container(s) and signs LOOMIS receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the Shipment container(s) is returned to the CUSTOMER and a signed receipt obtained. Before valuable(s) are deposited into the Recycler, LOOMIS assumes no liability for any loss. Also, LOOMIS shall incur no liability whatsoever (i) for losses arising from the misuse, abuse, malfunction or destruction of the Recycler and/or bill validator(s) caused by CUSTOMER, its employees, directors, agents, contractors or assigns, (ii) from loss(es) or destruction arising, in whole or part, from fraud, negligence, or willful or criminal misconduct on the part of CUSTOMER, its employees, contractors, agents, directors or assigns, (iii) from unexplained or ongoing patterns of loss, including losses arising from repeated or similar events, as defined or determined by LOOMIS in its *reasonable* discretion, **but excluding any fraud, negligence, or willful or criminal misconduct on the part of LOOMIS, its employees, contractors, agents, directors or assigns** for counterfeit bills placed into Deposit Cassettes. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

TO THE EXTENT PERMITTED BY TENNESSEE LAW AND ITS RESTRICTIONS ON GOVERNMENTAL ENTITIES ABILITY TO INDEMNIFY, WAIVE CLAIMS AGAINST, AND LIMIT WARRANTIES OF THIRD PARTIES, UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. A CARGO LOSS IS SUBJECT TO THE MAXIMUM LIABILITY AMOUNT SPECIFIED HEREIN.

## 6. CLAIM PROCEDURES

The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement.

a. **Notification.** In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed Shipment container in connection with which the loss is asserted. If notice of the loss is not received by LOOMIS within this forty-five (45) day period, the claim for the loss shall be deemed waived by CUSTOMER. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, customer contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at [claims2@us.loomis.com](mailto:claims2@us.loomis.com).** It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

**Limitations.** Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS (except as stated in this Agreement) in the event of a Cargo Loss, from whatever cause, shall be subject to the lesser of: (i) the Maximum Liability Amount set forth in this Agreement or the Excess Liability Coverage amount, if not declined by CUSTOMER; or (ii) the actual amount lost as evidenced by available reliable evidence including business records of CUSTOMER and the Recycler device. In the event of a Loss, CUSTOMER agrees to be bound by the declaration of value evidenced by the Recycler device or other value amount established by reasonable evidence if different including LOOMIS' count of the property contained in the Shipment. In no case will LOOMIS be responsible for any loss in excess of \$250,000.

b. **Check Reconstruction.** CUSTOMER shall retain sufficient information to allow Reconstruction of checks in the event of a Cargo Loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability

Amount, include the face value of any lost or destroyed check. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any Cargo Loss. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per Shipment. The term "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

c. **Proof.** Upon the request of LOOMIS, CUSTOMER will furnish a proof of any Cargo Loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER's rights and remedies of recovery.

## 7. LIMITATIONS & FORCE MAJEURE

a. **Limitations.** In no case shall LOOMIS be responsible or liable for Cargo until the point at which the Recycler is opened by LOOMIS in accordance with the applicable protocol. The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked Shipment(s) (in the case of manual drop deposits), for indirect, consequential or incidental damages or losses, non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion determines the same may endanger the safety of CUSTOMER's property or personnel or LOOMIS' vehicles or employees.

b. **Force Majeure.** It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(1) hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (i) by any government or sovereign power (de jure or de facto) or (ii) by any agent of any such government, power authority or forces;

(2) nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war, insurrection, rebellion, revolution, civil war, acts of terrorism, usurped power, or action taken by governmental authority; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade; or

(3) acts of God, strikes, labor disturbances, while Shipments are being transported by aircraft (including air piracy, explosion, crash or other incident on board the aircraft), impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS reasonable control.

c. **Ownership.** CUSTOMER expressly understands and accepts that ownership (title) to cash or other valuables transported or stored by LOOMIS shall never transfer to LOOMIS.

d. **Offsets & Shortages.** LOOMIS will have the right to offset Recycler device or vault overage amounts against shortages at same servicing LOOMIS branch for services provided under this Agreement.

e. **Additional Limitations.** In addition to the above and those other limitations as set forth in this Agreement, CUSTOMER agrees that LOOMIS will not be liable to CUSTOMER for:

- (1) any damages or losses caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives or third-party contractors;
- (2) any damages or losses of any documentation carried by LOOMIS at CUSTOMER's request without compensation;
- (3) losses of currency or Cargo (as the case may be) arising out of or in connection with:
  - a. Currency dispensed due to mistake or fraudulent instruction manually or electronically transmitted to the Recycler; Recycler equipment hardware malfunction;

- b. Nominal unexplained currency Shortages of One Hundred Dollars (\$100.00) or less per occurrence per Recycler;
- c. Any currency shortage which is offset by related currency overages at the same Recycler location;
- d. Access to the Recycler by third parties for hardware maintenance or any access by CUSTOMER'S employees with duplicate keys and combinations;
- e. The use of magnetic debit cards or FOB keys not assigned to LOOMIS;
- f. Breaking and Entering the Recycler; (As used herein, "Breaking and Entering" shall mean entry to an Recycler made by force or violence, demonstrated by visible marks made by tools, electricity, gas or other chemicals upon the exterior of the Recycler or housing),
- g. Damage to the Recycler from breakage or vandalism.

f. **Counterfeits.** To the extent permitted by applicable law, LOOMIS shall not be liable for counterfeit or forged Cash or other negotiable instruments deposited into the Recycler Cassette(s), contained in any Manual Drop Shipments, or dispensed by the Recycler. For the avoidance of doubt, LOOMIS shall assume liability for counterfeit or forged Cash or other negotiable instruments deposited into the Deposit Cassette(s). CUSTOMER shall release, indemnify, defend and hold harmless LOOMIS from all claims, costs, losses or expenses suffered by LOOMIS resulting from the counterfeit or forged Cash deposited into the Recycler or dispensed by or collected from the Recycler.

## 8. DISPUTES

CUSTOMER and LOOMIS agree that as CUSTOMER is a sovereign governmental entity Chartered under the laws of the State of Tennessee any controversy or claim, which may arise between LOOMIS and CUSTOMER, shall be brought in the state or federal courts having jurisdiction in Sullivan County, Tennessee. Further, as Article II, Section 29 of the Tennessee Constitution prohibits CUSTOMER from extending its credit to third parties, which includes indemnification, each party shall be responsible for all attorney's fees, expenses, and costs incurred as a result of any legal action brought, excepting those costs which are taxable pursuant to Tennessee law. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT.

## 9. CONTAINER VALUE LIMITATION

CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a Shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such Shipment must be broken down into separate Shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

## 10. WARRANTIES & REPRESENTATIONS

a. CUSTOMER acknowledges that LOOMIS is not the manufacturer of the Recycler and further agrees that any and all warranties on the Recycler are limited to those warranties extended by manufacturer. The complete details of such warranty are available from your service representative. The remedy above shall be the EXCLUSIVE remedy in the event of a breach of the manufacturer's warranty or in the event of damages, action, demand or fee arising from malfunction or latent defect of the Recycler, and it is expressly agreed that neither party shall be liable for special, incidental, indirect or consequential damages arising out of, or in any way connected with this Agreement. THIS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT SUCH PURPOSES OR SPECIFICATIONS ARE DESCRIBED HEREIN. LOOMIS ALSO DOES NOT WARRANT THAT THE EQUIPMENT OR SOFTWARE WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS. LOOMIS DOES NOT WARRANT THAT THE RECYCLER OR CUSTOMER'S LIMITED RIGHT TO USE THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. LOOMIS FURTHER DISCLAIMS ANY DAMAGE OR LOSS OF PROPERTY OR VALUE CAUSED BY EQUIPMENT WHICH HAVE BEEN THE SUBJECT OF MISUSE, ABUSE, NEGLIGENCE, OR USED IN VIOLATION OF ANY PRODUCT MANUALS, INSTRUCTIONS OR WARNINGS, OR MODIFIED REPAIRED OR SERVICED BY PERSONS NOT AUTHORIZED BY LOOMIS OR THE MANUFACTURER, OR IMPROPERLY RELOCATED. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY LOOMIS OR LOOMIS' AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN. ALL OBLIGATIONS OF LOOMIS UNDER THIS AGREEMENT SHALL BE VOID IF CUSTOMER IS IN BREACH OF ANY OF THE TERMS AND

CONDITIONS OF THIS AGREEMENT. LOOMIS DOES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND/OR DISCLAIMER OF WARRANTIES CONTAINED HEREIN ARE SUBJECT TO ANY RESTRICTIONS UNDER TENNESSEE LAW ON THE ABILITY OF CUSTOMER AS A MUNICIPALITY TO WAIVE OR OTHERWISE AGREE TO A LIMITATION OF THOSE WARRANTIES APPLICABLE UNDER TENNESSEE LAW.

b. LOOMIS hereby grants to CUSTOMER and CUSTOMER's authorized users, solely for internal purposes and for the purposes of using the Recycler, and not for resale or publication, a limited, non-exclusive, non-sublicensable, non-transferable, fully-paid, royalty-free license to use the software installed on the Recycler.

c. For Validated Cash, LOOMIS guarantees that the amount reflected on any Recycler's audit report will accurately reflect the contents of the Recycler. LOOMIS shall not be responsible or liable for any consequential, indirect, punitive, lost profits or similar damages or losses caused by a malfunction, software failure or failure of Equipment to work properly for any reason whatsoever to the extent permitted by Tennessee law.

d. With regard to any Recyclers which may be subject to this Agreement, CUSTOMER understands and agrees that, under no circumstances, will LOOMIS have any liability whatsoever for cash which is placed within the Recycler as part of an initial delivery or replenishment order or for cash which Recycling Cassettes or other compartments where CUSTOMER has access.

## 11. INDEMNITY

To the maximum extent permitted by applicable law, CUSTOMER shall release, indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

## 12. INSURANCE

With regard to the Recycler provided hereunder, CUSTOMER shall procure, maintain and pay for: (a) all risk insurance against loss of and damage to the Recycler for not less than the full replacement value of the Recycler, naming LOOMIS as loss payee and (b) combined public liability and property damage insurance with limits as approved by LOOMIS, naming LOOMIS as an additional insured. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to LOOMIS, shall provide at least thirty (30) days advance written notice to LOOMIS of any cancellation, change or modification, and shall provide primary and non-contributory coverage for the protection of CUSTOMER and LOOMIS without regard to any other coverage carried by CUSTOMER or LOOMIS protecting against similar risks. CUSTOMER shall provide LOOMIS with an original policy or certificate evidencing such insurance. If CUSTOMER fails to maintain insurance as required under this provision, the parties agree that this shall be deemed a material breach upon which LOOMIS may terminate the Agreement without penalty. Notwithstanding the foregoing, LOOMIS acknowledges that CUSTOMER is governmental entity chartered under the laws of the state of Tennessee and that CUSTOMER'S liability is governed by the Tennessee Governmental Tort Liability act with limits which CUSTOMER is without legal authority to waive. CUSTOMER is self-insured through Public Entity Partners for general liability insurance with limits 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.

## 13. DEFAULT

a. Except as provided for in Section 14, the parties agree that any early termination of this Agreement by CUSTOMER would cause LOOMIS to incur monetary damages which are difficult or impossible to estimate. If CUSTOMER terminates this Agreement prior to the expiration of the term of this Agreement, CUSTOMER shall pay to LOOMIS liquidated damages ("Termination Fee") equal to seventy-five percent (75%) of the charges for each location multiplied by the remaining months contained in the initial or renewal term, as the case may be. The same shall apply if CUSTOMER partially terminates by removing locations, or changes the type of Equipment units during the then current term. The parties agree that this Termination Fee is a fair and reasonable estimate of the monetary damages incurred by LOOMIS as a result of early termination or

breach of the Agreement by CUSTOMER. The parties agree that the Termination Fee is a form of liquidated damages and is not a penalty.

If (i) LOOMIS fails to perform any material obligation under this Agreement and such failure continues for sixty (60) days after LOOMIS receives written notice from CUSTOMER specifying in reasonable detail the nature of that failure or (ii) LOOMIS becomes the subject of a proceeding under the U.S. Bankruptcy Code, CUSTOMER may terminate this Agreement by giving written notice to LOOMIS without payment of any Termination Fee.

Upon expiration or termination of this Agreement for any reason, all Recyclers or materials provided by LOOMIS in connection with the expired or terminated Services will be made available to LOOMIS at the service location within five (5) business days after the effective date of expiration or termination and all earned, uninvoiced and unpaid fees and expenses will become due and payable sixty (60) days following such expiration or termination. The termination rights set forth in this Section are cumulative and are in addition to all other rights and remedies available to the parties.

**b.** If CUSTOMER terminates this Agreement, or its Agreement with LOOMIS for cash and/or armored car service(s) with regard to such Recycler, prior to the end of the term, or fails to pay any invoices or other amount herein, or if CUSTOMER fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by CUSTOMER, LOOMIS shall have the right to exercise any one or more of the following remedies: (i.) to declare the entire earned amount hereunder immediately due and payable without notice or demand to CUSTOMER; (ii.) to sue for and recover payments, then accrued or thereafter accruing; (iii.) to take possession of the Recycler, without demand or notice, wherever same may be located, without any court order or other process of law; (iv.) to terminate this Agreement; or (e) to pursue any other remedy at law or in equity. If there are losses arising from repeated similar loss events, as determined by LOOMIS in its sole discretion, then LOOMIS shall have the right to (1) to sue for and recover payments, then accrued or thereafter accruing and unrecovered expenditure to install and de-install the Equipment; (2) to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law; (3) to terminate this Agreement; or (4) to pursue any other remedy at law or in equity. Notwithstanding any repossession or any other action which LOOMIS may take, CUSTOMER shall be and remain liable for the full performance of all obligations on the part of the CUSTOMER to be performed under this Agreement. All of LOOMIS' remedies are cumulative, and may be exercised concurrently or separately.

#### 14. MISCELLANEOUS

**a.** **Security Interests and Liens.** CUSTOMER shall, at its sole cost and expense, keep the Equipment free and clear of all liens, charges, debts, mortgages, pledges, security interests, claims and any other type of encumbrances, and shall not attempt in any other manner to dispose of the Equipment. CUSTOMER shall defend LOOMIS' title to the Equipment against such claims allowed by CUSTOMER.

**b.** **Holiday Service.** CUSTOMER agrees that Holiday Service Rates shall apply to any service performed under this Agreement which falls on: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, federal banking and any local applicable observed holiday. Charges for service on such dates will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

**c.** **Bankruptcy.** If any proceeding under the Bankruptcy Code, 11 U.S.C. § 101, et. seq., as amended, is commenced by or against the CUSTOMER, or if the CUSTOMER is declared insolvent, or if CUSTOMER makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Recycler and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the CUSTOMER is a party, any Recycler provided hereunder shall not be treated as an asset of CUSTOMER. The Recycler is, and shall at all times be and remain, the sole and exclusive property of LOOMIS; and the CUSTOMER shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. Furthermore, CUSTOMER acknowledges and agrees that the services provisioned by LOOMIS under this Agreement are critical to the continued an uninterrupted operation of its business locations and cash flow. CUSTOMER agrees that it shall promptly seek court authority to treat LOOMIS as a critical vendor.

**d.** **Non-Warranty Service Calls and Customer Routine Maintenance.** CUSTOMER shall be responsible for all non-warranty Recycler costs associated with any repair or service call; including but not limited to the following non-warranty issues: abuse, damage to cassettes due to mishandling, coin jams, bill jams, screen protector damage or

replacement, network or phone line related problems, damage due to spillage or infestation, equipment resets, phone fixable problems, user programming problems, equipment upgrades, printer jams or printer issues related to incorrect paper type; along with any repairs or service call arising out of CUSTOMER's negligence, willful misconduct, or failure to perform any material obligation within this Agreement or normal CUSTOMER preventative maintenance. CUSTOMER shall also be responsible for the cost of any consumable items such as printer tape, bill trays, printer paper, cleaning cards, and screen protectors. CUSTOMER agrees that it shall not permit any party except LOOMIS' employees and LOOMIS' authorized maintenance vendors to repair or maintain the Equipment without LOOMIS' prior written consent.

**e. Confidentiality.** Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

- (1) information which CUSTOMER is legally obligated to disclose pursuant to the Tennessee Public Records Act (Tenn. Code Ann. § 10-7-503 *et. seq.*), and shall specifically include but not be limited to this agreement;
- (2) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;
- (3) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information;
- (4) information which is or becomes publicly available other than through breach by the Receiving Party of this Agreement; and,
- (5) information which is independently developed by or on behalf of Receiving Party.

**f. Non-appropriation.** LOOMIS acknowledges that CUSTOMER is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event CUSTOMER 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 CUSTOMER, such termination shall not be a breach of this Agreement, and any unused payment made to Vendor shall be returned to CUSTOMER. Furthermore, this provision shall extend to any and all obligations imposed upon CUSTOMER to reimburse LOOMIS 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.

**g. No Liability of City Officials.** No official, employee or volunteer, whether disclosed or undisclosed, of CUSTOMER shall be personally liable to LOOMIS or any other person or entity, including a third party beneficiary, in the event any provision of this Agreement is unenforceable; there is any default or breach by CUSTOMER; for any amount which may become due under the Agreement and LOOMIS and any other person or entity, including a third party beneficiary, shall look solely to CUSTOMER for the satisfaction of any liability of CUSTOMER hereunder.

**h. No Security Interest or Lien.** CUSTOMER does not have the legal authority to grant a security interest in its property or authorize a lien on its property, any provision of this agreement which purports to grant LOOMIS a security interest or lien are enforceable only to the extent permitted by Tennessee law.

**i. Entire Agreement.** This Agreement: (i.) shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to conflict of laws principles; (ii.) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all prior agreements and understandings, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement and each party hereto acknowledges that in entering this Agreement it has not relied on any representation or warranty not contained herein; (iii) and the terms and conditions, including the fees set forth herein shall be treated as confidential unless disclosure is required pursuant to the Tennessee Public Records Act. (iii.) is not for the benefit of any third party; (iv.) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (vi.) may not be assigned by CUSTOMER without LOOMIS prior written consent; (vi.) may be assigned by LOOMIS, provided that LOOMIS obtains CUSTOMER'S written consent which CUSTOMER may refuse to grant in which event this agreement shall terminate and said termination shall not be deemed a breach of contract by CUSTOMER and in which case

CUSTOMER shall compensate LOOMIS for all satisfactory and authorized services completed as of the termination date and CUSTOMER shall have no liability to LOOMIS for any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount; (vii.) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (viii.) is the product of negotiation; (ix.) shall not be deemed to have been drafted by either party; (x.) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (xi.) does not make either party the agent, fiduciary or partner of the other; (xiv.) does not grant either party any authority to bind the other to any legal obligation; (xiii.) does not intend to nor grant any rights to any third party and (xiii.) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested). This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**CITY OF KINGSPORT**

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Tel \_\_\_\_\_

**LOOMIS**

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



July 11, 2024

Ms. Lisa Winkle, Treasurer  
City of Kingsport  
415 Broad St.  
Kingsport, TN 37660

Dear Lisa,

In response to your request related to our Remote Cash Deposit service, as of today, July 11, 2024, First Horizon Bank offers this service solely through our partnership with Loomis.

This service allows our customers to lease/purchase safes and/or recyclers placed on their property and receive provisional credit for deposits made via the safe/recycler as appropriate. First Horizon does not currently extend this partnership to other armored car providers. First Horizon does accept coin/currency deliveries from several armored car carriers to our local vaults and partners with additional providers for deposits processed through their respective vault locations across the U.S.

In the future, we may negotiate similar Remote Cash arrangements with other armored car service providers at their request or at the request of other clients; however, planning and implementing those arrangement may take time.

Should you need anything further, please reach out at your earliest convenience.

Sincerely,



Greg Perdue  
Tri-Cities Market President

JGP/mo



**AGENDA ACTION FORM**

**Consideration of a Resolution to Adopt a City-Wide Cash Handling Policy**

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

Action Form No.: AF-192-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Winkle/Howell/Thompson  
Presentation By: Lisa Winkle

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
Cash handling policies and procedures are an integral part of the City of Kingsport’s internal control.

Over the years the number of locations that collect payments have increased and the types of payment methods have increased. Policies have not been kept up to date and various locations have written their own policies. Cash collections are referenced in the City Charter and cash procedures are part of internal control, but a specific cash handling policy has never been brought to the BMA for approval.

The purpose of this Cash Handling Policy is to bring all cash collections under one umbrella policy, to clarify requirements for cash handling, to establish a training plan and to establish a monitoring plan.

The policy will be reviewed at least annually and brought back to the BMA as updates are needed.

- Attachments:**  
1. Resolution  
2. Cash Handling Policy

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ESTABLISHING A POLICY FOR CASH HANDLING FOR THE CITY OF KINGSPORT

WHEREAS, cash handling policies and procedures are an integral part of the city's internal control; and

WHEREAS, the cash handling policy set forth below will bring all cash collections under one umbrella policy, to clarify requirements for cash handling, to establish a training plan and to establish a monitoring plan.

WHEREAS, the policy will be reviewed annually and brought back to the board as updates are needed.

Now, therefore,

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

SECTION I. That the board hereby adopts for the City of Kingsport a cash handling policy as set forth herein:

Purpose and Scope

To establish a comprehensive city-wide policy over cash handling activities to govern operations at Customer Service which is an integral part of the Finance Department and all other locations throughout the city that collect Cash for the City of Kingsport including but not limited to Planning Department, Building Department, Police Department, Fire Department, Engineering, Landfill, Library, Transit, Allandale, Farmers Market, Carousel, Aquatic Center, Bays Mountain Park, Senior Center Main Campus, Senior Center Lynn View Campus, Cultural Arts, V. O. Dobbins Community Center, and Parks and Recreation.

This policy is intended to ensure the city maintains adequate internal controls over Cash handling. The objectives of all internal controls are to provide reliable reporting, effective and efficient operations, and compliance with applicable federal and state laws, regulations, contracts, and grant agreements.

This policy will address the main components of internal control including control environment, risk assessment, control activities, information and communication, and monitoring. The Board of Mayor and Alderman is establishing the control environment by adopting this overall policy. This policy will define objectives to identify risk related to cash handling. The steps and procedures listed in this policy provide the control activities to achieve objectives to reduce risk associated with cash. The adopted policy and procedures will be communicated to employees. Communication will include any required training. Monitoring will be maintained by supervisor reviews and approvals along with annual surprise cash counts performed by finance.

Definitions

For purposes of this cash handling policy the term Cash includes currency, checks, money orders, credit or debit card payments, ACH payments and any other electronic fund transfers.

For purposes of this cash handling policy the term Cashier includes full time employees, part time employees, interns, temp agency employees, volunteers and anyone else handling city cash.

Applicable State Law

Tennessee Code Annotated section 6-56-111 requires public funds to be deposited to the city bank account no later than three working days after receipt.

### City Charter

Kingsport's City Charter assigns the duty to collect and receipt taxes and other revenue to the City Treasurer.

### Central Depository

The Customer Service Center located in the main lobby of City Hall serves as the central depository for all other departments collecting cash. Offsite collections should be brought to customer service no later than two working days after receipt to allow for the funds to be deposited to the bank on the next day.

### Training

Adequate training is essential to the success of any policy. New hires who handle cash will need to review this cash policy and document it by signing and dating a hard copy to be turned into Finance. Annual updates will be documented through City's LMS portal. Supervisors will need to set the example and work with new hires to ensure they understand the policy. Annual training should be given prior to the specific site's busiest collection period.

### Establishment of a Change Fund or Petty Cash Fund

The department should contact finance to request a general ledger account be set up for a new cash account. Then the department should prepare a DPV to request a check to be issued to fund the new cash account. The check should be made out to the Cashier responsible for the cash fund. The Cashier must sign a form acknowledging receipt of funds and responsibility for funds. When the Cashier is no longer in responsible for the change fund or petty cash fund, the cash should be returned to customer service and a new check issued or have a new Cashier sign and date the form that the cash was turned over to them. The new form should be returned to finance.

### Cash Shortage, Theft or Fraud

Minor amounts of cash over and short are expected to occur periodically due to errors counting change. These should be recorded to the cash over/short account for the day's receipts. Any cash shortage over \$50 or any theft or suspected fraud should be reported to City Treasurer. Cash shortages over \$100 are required to be reported in the city's annual comprehensive financial report.

### Objectives Specifically Related to Cash

- Change funds and collections should be adequately safeguarded.
- Collections should be complete, accurate, and deposited timely.
- Collections should be recorded accurately and timely in the accounting system.

### Risks Specifically Related to Cash

- Change funds and collections could be lost, stolen, or misappropriated.
- Collections could be recorded improperly.
- Collections may not be deposited to the bank in a timely manner.

### Policies Specifically Related to Customer Service

- All cash drawers should be locked when unattended.
- All cash drawers should be locked in vault at end of day.
- Access to the vault should always be restricted.
- Cameras should monitor cashier line and vault.
- Deposit bag should be locked and secured until transported to the bank.
- Cash should never be left out in the open unattended.
- Cashiers should never put personal money anywhere near city funds.
- Each cashier should have their own cash drawer.
- All cash drawers should be closed out and counted daily.
- No checks should ever be cashed from the cash drawer.
- Petty Cash expenses should only be paid from the petty cash lockbox never from a cash drawer.
- Cash over or short should be posted to the applicable over/short general ledger account.
- All checks should be made out to "City of Kingsport".
- All checks should be imprinted with "City of Kingsport For Deposit Only".
- A receipt should be issued for each collection made.
- All receipts should be pre-numbered or have system generated numbers.
- All void transactions should be documented and approved by supervisor.

- Cashiers should instruct customers to use the credit card machine to swipe their own cards.
- Cashiers should be alert for counterfeit bills and use a counterfeit bill detector pen on bills \$20 or larger.
- Cashiers should be alert for any deposits being made to expense accounts.
- Cashiers should be alert for any questionable accounts or mistakes on department deposits.
- Cashiers should watch for any use of white out on department deposit reports.
- Collections received today should be balanced and deposited to the bank tomorrow.
- A supervisor should count cash before deposit is taken to the bank.
- When a police officer is unavailable, two customer service employees should transport the deposit together.
- The fiscal assistant supervisor over collections should reconcile and post daily cash reports.
- The accounting supervisor over customer service should review and approve cash reports.
- The cash and investment accountant should reconcile deposits to the bank statement.
- The chart of accounts codes should be reviewed with cashiers at least annually.

#### Policies Specifically Related to Off-Site Collections

Off-Site collections are often high volume low dollar transactions that would be rendered inefficient to follow the exact policies used for customer service. So certain allowances for reduced controls are necessary. Controls should still be in place to meet the objectives related to cash stated above.

- Off-Site locations should follow the policies above for customer service to the extent possible.
- Off-Site locations without a vault that hold cash overnight should have a safe bolted to the floor or wall.
- All cash should be locked in the safe at end of day.
- Access to the safe should be restricted.
- All cash drawers or cash bags should be locked when unattended.
- Cash should never be left out in the open unattended.
- Cashiers should never put personal money anywhere near city funds.
- Each cashier should have their own cash drawer.
- All cash drawers should be closed out and counted daily.
- Cash should be counted by two Cashiers.
- Off-Site locations should bring their deposit to customer service daily or no later than two business days.
- Off-Site deposit should include documentation from their applicable software to support the deposit.
- No white out should be used on the deposit form, reconciliation or software printout.
- Deposit forms should have printed name and signature.
- Cash from the change fund or collections should never be used to cash a check.
- Cash from the change fund or collections should never be used to pay for an expense.
- Cash from the change fund or collections should never be used to give a refund.
- Cash from other organizations such as friends groups should never be commingled with city cash.
- Cash collections should never be kept as a means to increase change fund.
- A DPV should be prepared to request a check when an increase is needed.
- A DPV should be prepared to request a refund check to be issued.
- A receipt should be issued for each collection made whenever possible.
- Exception to receipt requirement would be high traffic gate payments where time is critical.
- All receipts should be pre-numbered or have system generated numbers.
- All void transactions should be documented and approved by supervisor.
- Cashiers should be trained on cash handling policies and the software used at their location.

#### Policies Specifically Related to PCI Compliance

- Never ask for a customer's credit card information.
- Customers should be instructed to swipe their own card.
- Never take a customer's credit card information over the phone and instead direct customers how to pay online, use the Interactive Voice Response (IVR), or the JACK kiosk.

#### Policies Specifically Related to Petty Cash

- Petty Cash should be kept separate from other change funds.
- Petty Cash balance should be considered periodically to determine if it is sufficient.
- Petty Cash should be replenished monthly.

- To replenish petty cash turn in copy of reconciliation, reimbursement form, and original receipts with DPV.
- At all times the receipts, requisition forms, and cash in the petty cash box should match general ledger total.
- To receive petty cash, an employee must complete requisition form and have it signed by department head.
- The requisition should include estimated amount and general ledger account line.
- Receipt must be turned in to show vendor name, description of item purchased, unit price and total.
- Confirm receipt shows paid by cash.
- Any cash not used must be turned in with receipt.
- Sales tax will not be reimbursed.
- Employee making cash purchase should get copy of City's tax exemption.
- Petty Cash reimbursements are limited to \$100 without additional approval.
- Reimbursements over \$100 should get approval from city treasurer.

#### Communication and Monitoring

Any system of internal controls and related policies are only as good as the related communication and monitoring. Finance will strive to see that cash policies are communicated to applicable Cashiers and monitored routinely.

#### Policies Specific to Communications

- All Cashiers who handle cash should sign a copy of the cash handling policy to be placed in their Cashier file.
- Cashiers should be given adequate training to ensure they understand the cash handling policy.
- Failure to comply with cash handling policy could result in discipline including termination.

#### Policies Specific to Monitoring

- To the extent practical cameras should be installed to monitor cash handling.
- Cashier balancing reports should be reviewed by a supervisor.
- Any cash shortages or overages should be discussed with supervisor.
- Any cash shortages or overages over \$50 should be discussed with City Treasurer.
- Any cash shortages or overages over \$100 should be discussed with City Manager.
- The Customer Service Manager and off-site collection managers should routinely monitor cash collections and report any concerns to City Treasurer.
- The Customer Service Manager and off-site collection managers should specifically monitor void transactions to look for any suspicious activity.
- Any repeating occurrences of cash shortages or overages of smaller amounts should be discussed with treasurer.
- Documentation of Cashiers responsible for change funds or petty cash should be maintained by City Treasurer and updated as Cashiers change and reconciled to general ledger balances at least annually.
- Cash balances should be counted on a surprise basis at least annually.
- The cash handling policy should be reviewed at least annually.

#### Exceptions

This policy is written to obtain as much internal control over cash as possible. However, if a location or department feels they qualify for an exception from all or part of the policy, they should request the exception in writing to be considered by City Manager and City Treasurer. The request should document why the cost of following the policy outweighs the benefit or discuss a policy their cash is subject to that overrides this policy.

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 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

Purpose and Scope

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- Petty Cash should be kept separate from other change funds.
- Petty Cash balance should be considered periodically to determine if it is sufficient.
- Petty Cash should be replenished monthly.
- To replenish petty cash turn in copy of reconciliation, reimbursement form, and original receipts with DPV.
- At all times the receipts, requisition forms, and cash in the petty cash box should match general ledger total.
- To receive petty cash, an employee must complete requisition form and have it signed by department head.
- The requisition should include estimated amount and general ledger account line.

- Receipt must be turned in to show vendor name, description of item purchased, unit price and total.
- Confirm receipt shows paid by cash.
- Any cash not used must be turned in with receipt.
- Sales tax will not be reimbursed.
- Employee making a cash purchase should get copy of City's tax exemption.
- Petty Cash reimbursements are limited to \$100 without additional approval.
- Reimbursements over \$100 should get approval from city treasurer.

#### Communication and Monitoring

Any system of internal controls and related policies are only as good as the related communication and monitoring. Finance will strive to see that cash policies are communicated to applicable Cashiers and monitored routinely.

#### Policies Specific to Communications

- All Cashiers who handle cash should sign a copy of the cash handling policy to be placed in their Cashier file.
- Cashiers should be given adequate training to ensure they understand the cash handling policy.
- Failure to comply with cash handling policy could result in discipline including termination.

#### Policies Specific to Monitoring

- To the extent practical cameras should be installed to monitor cash handling.
- Cashier balancing reports should be reviewed by a supervisor.
- Any cash shortages or overages should be discussed with supervisor.
- Any cash shortages or overages over \$50 should be discussed with City Treasurer.
- Any cash shortages or overages over \$100 should be discussed with City Manager.
- The Customer Service Manager and off-site collection managers should routinely monitor cash collections and report any concerns to City Treasurer.
- The Customer Service Manager and off-site collection managers should specifically monitor void transactions to look for any suspicious activity.
- Any repeating occurrences of cash shortages or overages of smaller amounts should be discussed with treasurer.
- Documentation of Cashiers responsible for change funds or petty cash should be maintained by City Treasurer and updated as Cashiers change and reconciled to general ledger balances at least annually.
- Cash balances should be counted on a surprise basis at least annually.
- The cash handling policy should be reviewed at least annually.

#### Exceptions

This policy is written to obtain as much internal control over cash as possible. However, if a location or department feels they qualify for an exception from all or part of the policy, they should request the exception in writing to be considered by City Manager and City Treasurer. The request should document why the cost of following the policy outweighs the benefit or discuss a policy their cash is subject to that overrides this policy.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve a Lease Agreement with John Hendricks and to Allow the Mayor to Sign all Documents Necessary and Proper as they Pertain to the Lease**

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

Action Form No.: AF-182-2024  
 Work Session: July 15, 2024  
 First Reading: N/A  
 Final Adoption: July 16, 2024  
 Staff Work By: Steven Bower  
 Presentation By: Steven Bower

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**  
 The property located at 2000 Stonebrook Place has remained vacant for a number of years. John Hendricks has purchased the property and plans to make significant improvements to the property. In addition to the purchase of 2000 Stonebrook Place, Mr. Hendricks is asking the city to consider a lease for the 13.6 adjacent to this property. The property was originally donated to the City for flood control and wetlands mitigation purposes. Over the years, the property has been leased by a few entities with the same type of use.

The prospective tenant is proposing to open a Top Tracer Driving Range with 15 bays of computerized golf with an initial investment of \$100,000 and will employ 5-10 individuals. Mr. Hendricks also plans to reopen the adjacent minigolf course and employ an additional 5-10 individuals.

The tenant would be responsible for maintaining the property and would pay a monthly fee of \$100 dollars, or \$1,200 dollars per year. The term of this lease shall be for twelve months with the option to renew for a one year term for a maximum of four renewals following the initial term of the lease.

**Attachments:**  
 1. Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A LEASE AGREEMENT WITH JOHN HENDRICKS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in June 2011, the city received approximately 13.624 acres from Four Leaf Properties LLC adjacent to 2000 Stonebrook Place (the "property"); and

WHEREAS, the property was donated for future use in flood control and wetlands mitigation; and

WHEREAS, the property must be maintained and brings in no revenue in its current state; and

WHEREAS, a lease for use of the property as a golf course driving range will not only require the property to be maintained in good condition and to reasonable satisfaction of the city but will also create a small stream of revenue until necessary for mitigation purposes.

Now therefore,

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

SECTION I. That an agreement to lease property to John Hendricks for a golf course driving range, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease agreement with John Hendricks for approximately 13.624 acres of property adjacent to 2000 Stonebrook Place, 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:

LEASE

This Lease (hereinafter called "Lease") is made effective as of the \_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Kingsport, Tennessee, a municipal corporation organized under the laws of state of Tennessee (hereinafter called "Landlord") and \_\_\_\_\_, (hereinafter called "Tenant").

WITNESSETH:

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

**SECTION 1.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, a parcel of land (hereinafter called "Leased Premises") located at Stonebrook Place, Kingsport, Tennessee and described as follows:

BEING all of Lot 1, Containing 13.624 acres, more or less, as shown on plat entitled "Division of Four Leaf Properties, LLC", of record in the Register's Office for Sullivan County, at

Blountville, Tennessee in Plat Book 53, Page 354, to all of which reference is hereby expressly made.

This Property is located off of Stonebrook Drive.

## **SECTION 2.**

**2.1** As part of its rent Tenant shall keep the leased Premises mowed to reasonable satisfaction of the Landlord, and maintain in good condition any improvements Landlord may allow to the Leased Premises, subject to the requirements of Section 6 herein below. The improvement shall include golf course driving range and its accessory structures, which shall be permanently affixed to the Leased Premises. The improvements must be fully and properly completed to the satisfaction of Landlord within 150 days of the effective date of this Lease. Tenant shall not allow the Leased Premises to be open to the public until the improvements are fully completed to the satisfaction of Landlord. Landlord may, in its sole discretion and for any reason, including aesthetics, reject proposed improvements and Tenant shall be obligated to install improvement satisfactory to Landlord.

**2.2** The term of this lease shall be for twelve months commencing on the effective date hereof with the option to renew for a one year term for a maximum of four renewals following the initial term of this Lease.

**2.3** Tenant shall pay to Landlord, without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises at the rate of one thousand two hundred Dollars (\$1,200) per annum payable in advance in equal monthly installments of one hundred Dollars (\$100) each on the first day of each month during the term the of Lease.

**2.4** All rentals payable by Tenant to Landlord under this Lease shall be paid to Landlord at the office of Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment.

**2.5** Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable.

**2.6** If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law provided in respect of rentals.

## **SECTION 3.**

**3.1** The Leased Premises shall be used by Tenant only for the use and attendant services of a typical Golf Course Driving Range.

**3.2** If Tenant, for any reason and without exception, ceases or fails to operate a golf driving range on the adjacent property this Lease shall immediately and automatically terminate, and Tenant shall not be entitled to any damages from Landlord for such termination.

**3.3** Tenant shall comply in all respects with all applicable federal, state and local laws, rules, regulations and orders, including, without limitation, those relating to pollution, reclamation or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, or hazardous or toxic materials or wastes into the air, water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic materials or wastes. No part of the Leased Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws, ordinances, regulations or orders of the United States, or of the State of Tennessee, Sullivan County and/or City of Kingsport or of any duly constituted subdivision, department or board thereof.

**3.4** Tenant shall not knowingly use or occupy the Leased Premises or any part thereof, or suffer or permit the same to be used or occupied for any business or purpose deemed extra hazardous on account of fire or otherwise; and if, by reason of the use and occupancy of the Leased Premises, the policy covering the Leased Premises (Fire Insurance, Extended Coverage or Liability) is to be cancelled or the rate of said insurance shall be increased, the Landlord shall have the option of terminating this Lease, or, on demand, Tenant shall pay to Landlord the amount of such increase (but such increase in the rate of insurance shall not be deemed a breach of this covenant by Tenant).

**3.5** Tenant covenants and agrees that Tenant shall not create or maintain, or permit others to create or maintain, any nuisance, public or private, including, without limiting the foregoing, language, loud noises, sound effects, offensive odors, smoke or dust in or about the Leased Premises or do any act or fail to do any act which constitutes waste, and Tenant, at its own expense, shall keep the Leased Premises clean, neat and free from all trash and rubbish.

**3.6** Tenant agrees that it shall not use, occupy or permit the Leased Premises to be used or occupied for any unlawful purposes or for purposes not specified in this Lease.

**3.7** Tenant agrees that it shall not use, occupy or permit the Leased Premises or any part of the Leased Premises to be used or occupied, or do or permit anything to be done in or on the Leased Premises in any manner which shall cause or be likely to cause damage to the Leased Premises or any part thereof.

**3.8.** Tenant shall indemnify, defend and hold Landlord harmless from and against any loss, cost, damage or expense, including, without limitation, attorneys' fees and costs of site investigation and clean up, incurred by or imposed upon Landlord as a result of the breach by Tenant of its obligations in this Section 3.

**SECTION 4.** Upon occupying the Leased Premises, Tenant thereby accepts the same as is and acknowledges that the improvements on the Leased Premises are in a habitable condition. Tenant has examined the Leased Premises and acknowledges the Lease Premises is in a condition and state of repair for Tenant's intended use and that the utilities available to the Leased Premises and the capacity of the utilities are of adequate capacity for Tenant's use, and Landlord does not warrant their condition in any respect. All improvements to the Leased Premises by Tenant shall be may in accordance with the provisions contained in Section 6 herein.

**SECTION 5.** Tenant shall repair and maintain the Leased Premises in good order, condition, and repair (including any such replacement and restoration as is required for the authorized purpose) without limitation. Should Tenant fail to make any repairs or restoration for which Tenant is responsible under this Lease, Landlord may, but shall not be obligated to, make same at Tenant's expense, and the cost thereof shall be considered additional rent due hereunder payable immediately.

**SECTION 6.** Tenant shall not make any alterations or additions to the Leased Premises without Landlord's prior written consent, which consent may be withheld by the Landlord in its sole discretion for any reason. Landlord shall not be liable for the cost of any alterations or additions, all of which are hereinafter referred to in this Section 7 as "alterations" made by Tenant, and Tenant shall indemnify and save Landlord harmless on account of claim for mechanics', materialmen's or other liens in connection with any alterations made by Tenant, and any such liens shall exist only against Tenant's leasehold interest, and not against Landlord's interest, whether in fee or otherwise. Upon Landlord's request, Tenant shall provide Landlord a waiver of lien from any contractor performing work to the Leased Premises. All alterations made by Tenant shall be in full compliance with all applicable building laws, ordinances and regulations. All alterations made by either party shall inure to Landlord's benefit and shall become a part of the Leased Premises and shall belong to Landlord absolutely as soon as made.

**SECTION 7.** Tenant recognizes that the Leased Premises owned by the Landlord is not currently subject to real property taxes, but may become taxable due to this Lease. Tenant agrees to pay any real property taxes levied with respect to the Leased Premises due to the leasing of the Leased Premises to Tenant or because of its use, whether such real property tax is levied by the United States of America, the state of Tennessee, Sullivan County, Tennessee or the City of Kingsport, Tennessee. Tenant shall pay and be liable for all taxes levied against personal property and trade fixtures placed by Tenant in or on the Leased Premises. Taxes may be paid as additional rent, but in any event Tenant shall be liable for the payment of real property taxes or personal property taxes levied as a result of its use of the Leased Premises, whenever it is due and payable.

**SECTION 8.**

**8.1.** This Lease and the tenancy hereby created shall cease and terminate at the end of the Term, as the same may be extended as permitted in Section 2 hereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law

respecting the summary recovery of possession of Leased Premises from a Tenant holding over to the same extent as if statutory notice had been given.

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

**8.3.** Tenant may terminate this Lease upon the breach of any of the terms of this Lease by Landlord that is not adequately remedied within twenty (20) consecutive calendar days of the mailing of written notices thereof to Landlord, provided that if the nature of Landlord's default is such that more than twenty (20) consecutive calendar days are reasonably required for its cure, then Landlord shall not be deemed to be in default if the Landlord commences to cure within the twenty (20) day period and thereafter diligently prosecutes such cure to completion.

**8.4.** Landlord may in its sole discretion terminate this Lease and take possession of the Leased Premises if Tenant fails to observe or perform any of the express covenants or provisions of this Lease where such failure shall continue for a period of twenty (20) consecutive calendar days after written notice thereof from Landlord to Tenant, provided that if the nature of Tenant's default is such that more than twenty (20) consecutive calendar days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences to cure within the twenty (20) day period and thereafter diligently prosecutes such cure to completion.

**SECTION 9.** Tenant shall pay for all utilities needed or used on the Leased Premises, including gas, electric, light, and water and sewer charges, along with private garbage service incurred during the term of this Lease or for any holdover period.

**SECTION 10.** No signs shall be constructed or painted on the windows, doors, outside walls, roof or exterior of the building on the Leased Premises or in or around the grounds of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld by the Landlord in its sole discretion for any reason, and Landlord reserves the right to require Tenant to remove any such signs not previously consented to by Landlord from said roof, windows, doors, outside walls or exterior of the building on the Leased Premises. In the event Tenant does not promptly remove any such sign or signs upon notice from Landlord to do so Landlord shall have the right to remove such sign or signs at Tenant's expense, and Tenant shall promptly reimburse Landlord therefor.

**SECTION 11.**

**11.1.** Tenant shall keep in force at its own expense so long as this Lease remains in effect, public liability insurance covering the Leased Premises with a company or companies acceptable to Landlord and licensed to do business in Tennessee under a policy or policies in a form acceptable Landlord naming the Landlord as an additional insured with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person; \$2,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of \$100,000.00. Tenant shall deposit a certified copy of the policy or policies of such insurance, with Landlord not less than five (5) days prior to the effective date of such policy or policies. The policy or policies of insurance shall contain a provision that they may not be cancelled, changed or non-renewed without first giving thirty (30) days notice to Landlord of any change, cancellation, or non-renewal.

**11.2** If the insurance policy or policies expire during the term of this Lease, a renewal certificate or binder shall be filed with Landlord fifteen (15) days prior to the renewal date. If Tenant shall not comply with its covenants made in this Section 11, Landlord may, at its option, cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay the premiums for such insurance promptly upon Landlord's demand.

**11.3.** To the extent possible, Tenant shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance,



and Tenant, for itself and its insurers, waives all claims against the Landlord as to such claims covered by such insurance. Nothing herein shall be construed to vary the force and effect of paragraph 11.1 of this Section 11, and nothing contained in this Section 11 shall be deemed to excuse Tenant from its own negligence.

**11.4** It shall be Tenant's sole responsibility to insure and keep insured, at Tenant's expense, all personal property which is owned by the Tenant, or any other authorized occupant of the Leased Premises, and which is placed or stored in or on the Leased Premises, and it is agreed that Landlord shall have no responsibility to effect such insurance.

**SECTION 12.** Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees, or licensees.

**SECTION 13.** Landlord shall not be liable for loss of or damage to any property at any time located in or about the Leased Premises, whether or not Tenant is the owner thereof, including but not limited to any loss, damage or injury resulting from steam, gas, or electricity, or from water, rain, snow, ice, or other substance which may leak into, or issue or flow from any part of the Leased Premises, or from the pipes or plumbing work of the Leased Premises, or from or into any other place. Landlord shall be under no liability to Tenant on account of any discontinuance of heat, electricity, sewer, water, air-conditioning, sprinkler, gas, and/or other utility, convenience, service, or facility, however such discontinuance may be caused, and no such discontinuance shall constitute constructive eviction or any ground for termination of this Lease by Tenant.

**SECTION 14.** If the Leased Premises or any part thereof shall be taken by eminent domain or by negotiated purchase under threat thereof, this Lease shall terminate on the date when title vests pursuant to such taking, and the rent shall be apportioned as of said date. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; excepting that Tenant shall be entitled to any separate award rendered for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty, and for Tenant's moving expenses.

**SECTION 15.** Tenant shall permit Landlord, its agents, and employees, upon reasonable notice to enter the Leased Premises and all parts thereof during business hours to inspect the same and to enforce or carry out any provision of this Lease, or to show it to prospective purchasers or tenants; provided that, in the case of emergency, Landlord may enter without notice. No compensation shall be asked or claim made by Tenant by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on or protecting the Leased Premises or building, however the necessity may arise, but this Section 15 shall not be construed as imposing any duty on Landlord to make any repairs, alterations or additions.

**SECTION 16.** Tenant shall not assign, or transfer this Lease in whole or in part, nor sublet all or any part of the Leased Premises nor permit the use of any part of the Leased Premises by any other person, firm, affiliate, or entity without first obtaining the written consent of Landlord. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. The consent of Landlord referred to herein may be withheld for any reason in Landlord's sole discretion.

**SECTION 17.** Tenant covenants and agrees that it shall perform all agreements herein expressed on its part to be performed, and that it shall promptly, upon receipt of written notice specifying Tenant's failure to comply with the terms hereof, commence to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the reasonable satisfaction of Landlord within five (5) days after delivery thereof, then Landlord may, at its option, enter upon the Leased Premises, and do the things specified in said notice, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand, any reasonable expense incurred by Landlord in taking such action, including Landlord's administrative expenses.

**SECTION 18.** Except for the right to cure set out in Section 8 if Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof, if the Tenant shall compound its debts, or make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement for reorganization by or against the Tenant, or if the Tenant is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of the Tenant in the Leased Premises shall be attached or levied upon, then Landlord may terminate this Lease without further notice to Tenant, which notice is hereby expressly waived, and this Lease shall expire as fully and completely as if that day were the date herein originally fixed for the expiration of the term, and Tenant shall quit and surrender the Leased Premises to Landlord, but Tenant shall nevertheless continue to remain liable hereunder. Landlord may at any time thereafter re-enter the Leased Premises and remove all persons and property therefrom by any suitable action or proceeding at law or in equity or by force or otherwise, without being liable for any prosecution thereof or any damages arising therefrom and repossess and enjoy the Leased Premises Such reentry shall not relieve Tenant of the obligation to make the rental payments required by this Lease at the time and in the manner provided herein. Upon such re-entry, Landlord may, but shall not be required to, repair, alter, remodel and/or change the character of the Leased Premises as Landlord may see fit and/or at any time relet the Leased Premises in whole or in part for any period of time that Landlord elects, whether longer or shorter than the unexpired portion of the term of this Lease, as agent of Tenant, or otherwise, in the name of Landlord or of Tenant, as Landlord shall see fit, and Landlord may receive the rents therefor, applying the same first to the payment of such reasonable expenses as Landlord may have incurred in entering, dispossessing, retelling, repairing or altering the Leased Premises, and then to the fulfillment of the covenants of Tenant herein, including but not limited to the rental payments required hereunder, retaining any balances until the date the term of this Lease would otherwise have expired as security for the payment of all obligations of Tenant which may arise and be unpaid during such period. In attempting to relet the Leased Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable Landlord shall not, by receiving partial payments of rents in arrears, be deemed to have waived any rights herein for nonpayment of rent or for any other default on the part of Tenant.

**SECTION 19.** In any case where Landlord has recovered possession of the Leased Premises by reason of Tenant's default, Landlord may at Landlord's option occupy or otherwise change or prepare for reletting the Leased Premises, and may relet the Leased Premises or any part thereof as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Lease, at Landlord's option, and receive the rent therefor, applying the same first to the payment of such reasonable expense as Landlord may have incurred in connection with the recovery of possession, change to or preparation for reletting and the reletting, including reasonable brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay the Landlord damages equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. Tenant shall not be entitled to any surplus accruing as a result of any reletting. If Landlord elects pursuant hereto to occupy and use the Leased Premises or any part thereof during any part of the balance of the Term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder.

**SECTION 20.** If for any reason Tenant shall refuse or decline to surrender the Leased Premises upon default or expiration or termination of the Lease, then Tenant's occupancy subsequent to such expiration or termination shall be deemed to be that of a tenant at will, and in no event from month to month, or from year to year, subject to all of the terms, covenants and conditions of this Lease applicable thereto, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

**SECTION 21.** No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which

it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instance upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

**SECTION 22.** This Lease and the covenants and conditions herein contained shall inure to the benefit of and are binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its permitted successors and assigns, and shall inure to the benefit of Tenant and its permitted assigns.

**SECTION 23.** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond its control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

**SECTION 24.** If Landlord, in Landlord's sole discretion, shall deem it necessary to employ an attorney to assert any right of Landlord or enforce any obligation of Tenant hereunder, Landlord shall be entitled to recover, in addition to the other costs and expenses herein provided for, the reasonable costs and charges of such attorney.

**SECTION 25.** Tenant waives any and all notice required by law, other than such notice as may be specifically required in this Lease. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Landlord at:

City Manager  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

To the Tennant at:

With a copy to:

City Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

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

**SECTION 26.** This Lease shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Lease shall be maintained in the state courts for Kingsport, Sullivan County, Tennessee, and the parties agree that jurisdiction and venue for any such legal proceeding shall lie exclusively with such courts.

**SECTION 27.** The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease nor in any way affect this Lease.

**SECTION 28.** In the event that two (2) or more individuals, corporations, partnerships or other business associations (or any combination of two (2) or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, in the event that Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, then the liability of each such member shall be deemed to be joint and several.

**SECTION 29.** Tenant shall be responsible for its own telephone service and installation of telephone equipment in the Leased Premises.

**SECTION 30.** Except for Hazardous Materials brought, kept, or used in the Leased Premises in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, and which are used and kept in compliance with applicable public health, safety, and environmental laws, Tenant shall not allow any Hazardous Material to be located in, on, or under the Leased Premises or allow the Leased Premises to be used for the manufacturing, handling, storage, distribution, or disposal of any Hazardous Material. Tenant shall comply with all federal, state, or local laws, ordinances, regulations, and orders applicable to the Leased Premises or the use thereof relating to environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Material. Tenant shall, at its sole cost and expense, arrange for the removal and disposal of all Hazardous Materials generated or stored in the Leased Premises, which removal and disposal shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. If Tenant becomes aware of the presence of any Hazardous Material in the Leased Premises (except for those Hazardous Materials permitted above) or if Tenant or the Leased Premises become subject to any order to repair, close, or otherwise cleanup the Leased Premises, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, or other cleanup of the Leased Premises. If Tenant fails to implement and diligently pursue any such repair, closure, or other cleanup, Landlord may, but shall not be obligated to, carry out such action and recover all of the costs and expenses from Tenant. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste regulated or listed pursuant to any federal, state, or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act, or any other toxic substance.

**SECTION 31.**

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

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

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

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

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

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

[Acknowledgements Deleted for Inclusion in this Resolution]

**SECTION 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 16th day of July, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Apply for and Receive Two Grants from the State of Tennessee Department of Disability and Aging**

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

Action Form No.: AF-196-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Shirley Buchanan  
Presentation By: Michael Borders

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

If approved the city will enter into an agreement with the State of Tennessee Department of Disability and Aging (TDA) to apply for and receive two grants.

TDDA has been appropriated \$3,000,000 this year for Competitive Senior Center Grants. This year a Center has the ability to apply for a major award of up to \$100,000. TDDA is also allowing application for minor awards of between \$5,000 and \$10,000. Each Center may only apply for either a major grant or a minor one. The Main Site and the Lynn View Site both have received national accreditation from the National Institute of Senior Centers, therefore City will be allowed to apply for a grant for each site.

The Kingsport Senior Center Main Site will be applying for a major award of \$100,000 to be used if granted to move the administration space and offices along with the educational kitchen project that has been ongoing. The Center will use the funds from the kitchen project account \$70,000 and will use funds from the Senior Advisory Council Funds (Fund 616) \$110,000 to allow for the total project amount of \$280,000. The major grant funds must be used by January 1, 2026

The Lynn View site will be applying for a minor award of \$10,000, to be used for the continuation of Virtual programming that the Senior Center has developed and has been very successful. The minor grant funds must be used by June 30<sup>th</sup>, 2025.

**Attachments:**

- 1. Resolution
- 2. Applications

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A MAJOR AND MINOR COMPETITIVE SENIOR CENTER GRANT FROM THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING

WHEREAS, the Tennessee Department of Disability and Aging has received an allocation of funds which it will distribute to senior centers across the state through a competitive grant process; and

WHEREAS, grant funds will be available through one of two classifications with major grants awarding up to \$100,000 and minor grants awarding between \$5,000 and \$10,000; and

WHEREAS, as both the Kingsport Senior Center Main Site and the Lynn View Site are accredited by the National Institute of Senior Centers a proposal for funding may be submitted for each site; and

WHEREAS, it is recommended that a major grant of \$100,000 be applied for and the funds be used for capital improvements to the Main Site and that a minor grant of \$10,000 be applied for and the funds used to continue virtual programming; and

WHEREAS, no matching funds are required to receive either classification of grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive both a Tennessee Major Senior Center Grant for the Kingsport Senior Center Main Site and a Tennessee Minor Senior Center Grant for the Lynn View Site to deliver all necessary documents upon execution and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by this resolution

SECTION 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 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY





**Request for Proposals:**

*Tennessee Major Senior Center Grants*

**Issued June 2024**

For more information, please contact:

Sidney Enss | DDA Senior Center Liaison | [Sidney.Enss@tn.gov](mailto:Sidney.Enss@tn.gov)

*Item X110.*

## Grant Overview

### Background

The Tennessee Department of Disability and Aging (DDA) is the designated State Unit on Aging (SUA) and is mandated to provide leadership relative to aging issues on behalf of older persons in the state. Our mission is to support older Tennesseans and those with disabilities to live the lives they envision for themselves.

DDA has received a non-recurring allocation of three million dollars (\$3,000,000) from the Tennessee General Assembly (House Bill No. 2973, Section 61 item 18, page 112) to distribute to senior centers across the state through a competitive grant process. Through this process, a scoring metric will be used to distribute these funds in support of the vital work senior centers do to assist older adults across Tennessee have access to resources, activities, and social connection.

### Request for Proposals

DDA is seeking proposals from senior centers across Tennessee that describes how the senior center intends to use the funding, if awarded, for improvement of and benefits of the senior center and the participants. These funds are non-recurring which means funds are not guaranteed on an annual basis.

### Contract

All grantees will be sent a contract after receiving a Notice of Award (see grant timeline for more details). This contract **MUST** be signed by the authorized signatory listed on the Senior Center Grant Application before funding will be sent to the senior center.

### Reporting Requirements

A report template has been created and will be provided to each grant recipient. This template will be completed three during the grant cycle; once by **March 31, 2025 (Mid-Term)**, once by **October 31, 2025 (Mid-Term)** and once by **April 30, 2026 (Final)**. All grantees are required to submit the following information:

- 1) Narrative summary about the impact the funding had on the center and the items/materials purchased;
- 2) Number of unduplicated people served;
- 3) Pictures of items, materials, programs, activities, etc. purchased using grant funds;
- 4) Fiscal Cover Sheet

If applicable, testimonials from center members about how the funding impacted their participation at the center.

## **Funding**

### Award Amounts

DDA will award major grants starting at a minimum of ten thousand dollars (\$10,000) to a maximum one hundred thousand dollars (\$100,000) each based on the need of the center applying for funds. The increased funding will allow senior centers to request the amount of funds needed to benefit their center the most rather than a set monetary amount.

These grants will be competitive meaning not all applications may receive funding. Grant recipients must expend all grant funds by **March 31, 2026**.

### Register with the State

If a senior center has not received previous grant funding, DDA strongly recommends that the senior center register to be a supplier with the State of Tennessee as soon as possible. To register as a State of Tennessee supplier, please use the link below and click “Register as a Supplier” in the middle section of the webpage.

- [Register as a Supplier](#)
- [Supplier Guide: Registering to do Business with the State of Tennessee](#)

### Direct Deposit

For any senior center that does not have direct deposit set up with Edison Maintenance through the State, it is strongly recommended that an application is completed as soon as possible using the link below. This will allow for the funds to be distributed to award recipients quickly and efficiently.

- [Edison Maintenance Direct Deposit form and instructions](#)

### Funding Distribution

Senior centers who receive funding through this grant will be required to submit invoices, estimates or receipts of purchases to be reimbursed before funding is released. Funds will not be distributed in advance for grant recipients.

## Application Eligibility and Logistics

### Eligibility

For the purpose of this grant, all senior centers in the state of Tennessee that meet one of the following definitions are eligible and encouraged to apply for this funding opportunity:

- 1) a single purpose agency with programs and activities designed and operated only for the benefit of adults aged 60 and over; or
- 2) a multi-purpose agency with a broad spectrum of services, which shall include provision of health, social, nutritional, and educational services, and the provision of facilities for recreational activities for adults aged 60 and over.

It is encouraged that funding be used to support goals such as, but not limited to:

- 1) Capital Projects (building improvements, equipment, etc.)
- 2) Marketing
- 3) Programming/Activities
- 4) Routine Operating Expenses

### Funding Limitations

Funding may **NOT** be used for:

- 1) Purchase of gift cards for any purpose
- 2) Staff salaries

### Grant Timeline

<b>Date</b>	<b>Action</b>
<b>June 17, 2024</b>	Request for Proposal available for review
<b>June 26, 2024 (10:00am CST/11:00am EST)</b>	**Informational Session
<b>July 8, 2024</b>	Start date for applications to be submitted
<b>August 9, 2024 (4:00pm CST/5:00pm EST)</b>	Deadline for applications to be submitted
<b>August 30, 2024 (4:00pm CST/5:00pm EST)</b>	Anticipated date for Notice of Awards
<b>Fall 2024</b>	Contracts to grantees to sign
<b>Winter 2024/2025</b>	All funding distributed to grantees
<b>March 31, 2025</b>	Mid-Term Report due (template will be provided)
<b>October 31, 2025</b>	Mid-Term Report due (template will be provided)
<b>March 31, 2026</b>	All funding must be spent by grantees
<b>April 30, 2026</b>	Final Report due (template will be provided)

**\*\*An informational webinar will be held for interested parties on **Wednesday, June 26 at 10:00a CST (11:00a EST)**. The webinar will be recorded and posted on the TN Senior Center Resource Library within two (2) days. Webinar information can be found below or email Sidney Enss at [Sidney.Enss@tn.gov](mailto:Sidney.Enss@tn.gov) for additional details.**

- **Webinar Link - [Click here to join the meeting](#)**

### Application Requirements

All applicants are required to complete the Senior Center Grant Application using the enclosed application or electronically using the [Electronic Senior Center Application](#).

- 1) Name of Senior Center
- 2) Type of Entity (How the senior center is registered through the Secretary of State)
  - a. Nonprofit
  - b. City Government
  - c. County Government
- 3) Senior Center Physical Address  
Senior Center Mailing Address (if different than listed above)
- 4) County of Senior Center Location
- 5) Senior Centers Hours of Operation
- 6) Senior Center Contact (This person will be the primary contact and receive all grant correspondence primarily via email)
  - a. First & Last Name
  - b. Title/Position at the Senior Center
  - c. Email Address
  - d. Phone Number
- 7) Authorized Signatory (Person authorized to sign contracts on behalf of the center)
  - a. First & Last Name
  - b. Title/Position at the Senior Center
  - c. Email Address
  - d. Phone Number
- 8) Amount of funding being requested (\$10,000-\$100,000) \_\_\_\_\_.
- 9) Grant Goals
  - a. Capital Projects (building improvements, equipment, etc.)
  - b. Marketing
  - c. Programming/Activities
  - d. Routine Operating Expenses
- 10) Project Narrative (40 points total)
  - a. Project Relevance & Current Need (15 points)
  - b. Project Impact (20 points)
  - c. Project Timeline (between October 1, 2024 – March 31, 2026) (5 points)
- 11) Project Budget & Justification (10 points)
  - a. Budget template provided.
- 12) Letter of Support from State Representative (See Appendix D for a sample letter)

- 13) Letter of Support from State Senator (See Appendix D for a sample letter)
- 14) Copy of organizations most recent W-9 form
- 15) Preferred Payment Method (If awarded a grant, select your preference on receiving grant funds)
  - a. Direct Deposit
    - i. Last 4 digits of the account number
  - b. Check Mailed
    - i. Address the check should be mailed to
- 16) Grant Agreement

**ALL** items listed above **MUST** be submitted to be considered a complete application. If any items are missing, the application **WILL NOT** be considered for funding.

### Scoring Metrics

Five (5) main scoring metrics will be used to determine total score for each grant submission. These metrics include:

- 1) 2024 Targeted Area ([Department of Economic and Community Development](#)) - See Appendix A for county breakdown.
  - a. 5 pts “Distressed”
  - b. 4 pts “At Risk”
  - c. 3 pts “Transitional”
  - d. 2 pts “Competitive”
  - e. 1 pt. “Attainment”
- 2) Estimated 65+ Population in 2024 ([Tennessee Department of Health, pg. 5-6](#)) – See Appendix B for county breakdown.
  - a. 5 pts 30% or higher
  - b. 4 pts 25-29.9%
  - c. 3 pts 20-24.9%
  - d. 2 pts 15-19.9%
  - e. 1 pt. 10-14.9%
- 3) Adults 65+ at Poverty Level (based on [US Census Bureau Poverty Status in the Past 12 Months](#)) - See Appendix C for county breakdown.
  - a. 5 pts 25% or higher
  - b. 4 pts 20-24.9%
  - c. 3 pts 15-19.9%
  - d. 2 pts 10-14.9%
  - e. 1 pt. 9.9% or lower
- 4) Project Narrative (40 points total)
  - a. Project Relevance & Current Need (15 points)
    - i. Describe the current need of your center for funds you have requested.
    - ii. Describe the capacity of your center to complete the project you are proposing.
  - b. Project Impact (20 points)

- i. What are the expected project benefits for the center and its participants?
    - ii. Detail the goals and objectives you plan to achieve using this funding.
    - iii. Describe the impact your project will have on the center and its participants.
  - c. Project Timeline (between October 1, 2024 – March 31, 2026) (5 points)
    - i. Create a timeline of how these funds will be spent for this grant project.
- 5) Project Budget & Justification (10 points)
  - a. Budget template provided.

Tie Scores

In the event applicants have tie scores, the applicant who submitted their proposal the earliest will receive priority determination of funding. Therefore, it is important to submit your application as soon as possible.

# 2024 Senior Center Grant Application

1. Name of Senior Center \_\_\_\_\_

2. Type of Entity (How the senior center is registered through the TN Secretary of State)

- Nonprofit
- City Government
- County Government

3. Senior Center Physical Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

Senior Center Mailing Address (if different than listed above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

4. County of Senior Center Location \_\_\_\_\_

5. Senior Centers Hours of Operation

- a. Monday \_\_\_\_\_
- b. Tuesday \_\_\_\_\_
- c. Wednesday \_\_\_\_\_
- d. Thursday \_\_\_\_\_
- e. Friday \_\_\_\_\_

6. Senior Center Contact

**NOTE: This person will be the primary contact and receive all grant correspondence primarily via email.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title/Position at the Senior Center \_\_\_\_\_

Email \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_



**7. Authorized Signatory**

**NOTE: This person is authorized to sign contracts on behalf of the senior center.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title/Position at the Senior Center \_\_\_\_\_

Email \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**8. Amount of funding being requested (\$10,000 - \$100,000) \_\_\_\_\_.**

**9. Grant Goals (select all that apply)**

- Capital Projects (building improvements, equipment, etc.)
- Marketing
- Programming / Activities
- Routine Operating Expenses

**10. Project Narrative** - Be as detailed as possible and answer the following questions using a separate page:

- a. Project Relevance & Current Need (15 points)
  - i. Describe the current need of your center for funds you have requested.
  - ii. Describe the capacity of your center to complete the project you are proposing.
- b. Project Impact (20 points)
  - i. What are the expected project benefits for the center and its participants?
  - ii. Detail the goals and objectives you plan to achieve using this funding.
  - iii. Describe the impact your project will have on the center and its participants.
- c. Project Timeline (between October 1, 2024 – March 31, 2026) (5 points)
  - i. Create a timeline of how these funds will be spent for this grant project.

**11. Project Budget & Narrative** – Complete the budget template below and detail the amount and justification for each expense. You may also complete this as a separate page for your grant submission.

Object Class Category	Grant Funds	TOTAL	Justification (detail the purpose of the expense)
Travel			
Professional Fees			
Supplies			
Contractual			
Other			
<b>TOTAL</b>			

**12. Letter from State Representative:** YES NO

**13. Letter from State Senator:** YES NO

**14. Organization’s most recent W-9 form:** YES NO

**15. Preferred Payment Method**

**NOTE: If awarded a grant, select your preference on receiving grant funds.**

**Only select one option:**

**Direct Deposit**  
Last 4 digits of account number \_\_\_\_\_

**Check Mailed**  
Address the check should be mailed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

**Grant Agreement**

I \_\_\_\_\_, understand, if awarded a Senior Center Grant, all funds received from this grant must be used for the improvement and benefit of the above-mentioned senior center and must be expended by March 31, 2026.

\_\_\_\_\_  
(Senior Center Contact's Printed Name)

\_\_\_\_\_  
(Senior Center Contact's Signature)

\_\_\_\_\_  
(Date)

**Appendix A – 2024 Targeted Area ([Department of Economic and Community Development](#))**

**5 pts Distressed**

Bledsoe  
Clay  
Cocke  
Hancock  
Hardeman  
Lake  
Perry  
Scott

**4 pts At-Risk**

Benton  
Campbell  
Carroll  
Carter  
Claiborne  
Decatur  
Fentress  
Greene  
Grundy  
Hawkins  
Haywood  
Houston  
Jackson  
Johnson  
Lauderdale  
Lewis  
Macon  
McNairy  
Meigs  
Morgan  
Pickett  
Rhea  
Sequatchie  
Unicoi  
Van Buren  
Warren  
Wayne

**3 pts Transitional**

Anderson  
Bedford  
Blount  
Bradley  
Cannon  
Chester  
Coffee  
Crockett  
Cumberland  
DeKalb  
Dickson  
Dyer  
Franklin  
Gibson  
Giles  
Grainger  
Hamblen  
Hamilton  
Hardin  
Henderson  
Henry  
Hickman  
Humphreys  
Jefferson  
Lawrence  
Lincoln  
Loudon  
Madison  
Marion  
Marshall  
Maury  
McMinn  
Monroe  
Montgomery  
Obion  
Polk  
Putnam  
Roane  
Robertson  
Rutherford  
Sevier  
Shelby  
Smith

**3 pts Transitional, cont.**

Stewart  
Sullivan  
Tipton  
Trousdale  
Union  
Washington  
Weakley  
White

**2 pts Competitive**

Cheatham  
Davidson  
Fayette  
Knox  
Moore  
Sumner  
Wilson

**1 pt. Attainments**

Williamson

**Appendix B – Estimated 65+ Population in 2024 ([Tennessee Department of Health, pg. 5-6](#))**

**5 pts 30% or above**

Cumberland  
Pickett

**4 pts 25-29.9%**

Benton  
Carter  
Clay  
Decatur  
Fayette  
Hardin  
Henry  
Jackson  
Johnson  
Loudon  
Roane  
Unicoi  
Van Buren

**3 pts 20-24.9%**

Anderson  
Bledsoe  
Blount  
Campbell  
Cannon  
Carroll  
Claiborne  
Cocke  
Crockett  
DeKalb  
Fentress  
Franklin  
Giles  
Grainger  
Greene  
Grundy  
Hamblen  
Hancock  
Hardeman  
Hawkins  
Haywood  
Henderson  
Houston  
Humphreys  
Jefferson  
Lawrence  
Lewis  
Lincoln  
Madison  
Marion  
McMinn  
McNairy  
Meigs  
Monroe  
Moore  
Morgan  
Obion  
Overton  
Perry  
Polk  
Rhea  
Sequatchie  
Sevier  
Stewart

**3 pts 20-24.9% cont.**

Sullivan  
Union  
Washington  
Wayne  
Weakley  
White

**2 pts 15%-19.9%**

Bedford  
Bradley  
Cheatham  
Chester  
Coffee  
Dickson  
Dyer  
Gibson  
Hamilton  
Hickman  
Knox  
Lake  
Lauderdale  
Macon  
Marshall  
Maury  
Putnam  
Robertson  
Scott  
Shelby  
Smith  
Sumner  
Tipton  
Warren  
Williamson  
Wilson

**1 pt. 10%-14.9%**

Davidson  
Montgomery  
Rutherford  
Trousdale

**Appendix C – Adults 65+ at Poverty Level (based on [US Census Bureau Poverty Status in the Past 12 Months](#))**

**5 pts 25% or above**

Cumberland  
Loudon  
Pickett

**4 pts 20-24.9%**

Benton  
Carter  
Clay  
Cocke  
Decatur  
Fayette  
Fentress  
Giles  
Greene  
Hancock  
Hardin  
Hawkins  
Haywood  
Henry  
Jackson  
Johnson  
Meigs  
Monroe  
Obion  
Polk  
Roane  
Sequatchie  
Sullivan  
Unicoi  
Van Buren

**3 pts 15%-19.9%**

Anderson  
Bledsoe  
Blount  
Bradley  
Campbell  
Cannon  
Carroll  
Cheatham  
Chester  
Claiborne  
Coffee  
Crockett  
DeKalb  
Dickson  
Dyer  
Franklin  
Gibson  
Grainger  
Grundy  
Hamblen  
Hamilton  
Hardeman  
Henderson  
Hickman  
Houston  
Humphreys  
Jefferson  
Knox  
Lauderdale  
Lawrence  
Lewis  
Lincoln  
Madison  
Marion  
Maury  
McMinn  
McNairy  
Moore  
Morgan  
Overton  
Perry  
Rhea



**3 pts. 15%-19.9%cont.**

Scott  
Sevier  
Smith  
Stewart  
Sumner  
Union  
Warren  
Washington  
Wayne  
Weakley  
White

**2pts. 10-14.9%**

Bedford  
Davidson  
Lake  
Macon  
Marshall  
Putman  
Robertson  
Shelby  
Tipton  
Trousdale  
Williamson  
Wilson

**1 pt. 9.9% or lower**

Montgomery  
Rutherford

## Appendix D – Sample Letter to State Representative and Senator

**Note: This letter should be written and signed on the letter head of the elected official**

[DATE], 2024

Commissioner Brad Turner  
Tennessee Department of Disability and Aging  
502 Deaderick Street, 9th Floor  
Nashville, TN 37243-0860

Dear Commissioner Turner:

I am pleased to write this letter of support for the **[Senior Center]**'s application for a senior center grant from the Tennessee Department of Disability and Aging. The **[Senior Center Name]** plans to use funds to **[brief project description]**. I believe this project will be an asset to the constituents of my district.

Sincerely,

[First and Last Name]  
[Representative / Senator]  
Tennessee General Assembly



**Request for Proposals:**

*Tennessee Minor Senior Center Grants*

**Issued June 2024**

For more information, please contact:  
Sidney Enss | DDA Senior Center Liaison | [Sidney.Enss@tn.gov](mailto:Sidney.Enss@tn.gov)

*Item X110.*

## Grant Overview

### Background

The Tennessee Department of Disability and Aging (DDA) is the designated State Unit on Aging (SUA) and is mandated to provide leadership relative to aging issues on behalf of older persons in the state. Our mission is to support older Tennesseans and those with disabilities to live the lives they envision for themselves.

DDA has received a non-recurring allocation of three million dollars (\$3,000,000) from the Tennessee General Assembly (House Bill No. 2973, Section 61 item 18, page 112) to distribute to senior centers across the state through a competitive grant process. Through this process, a scoring metric will be used to distribute these funds in support of the vital work senior centers do to assist older adults across Tennessee have access to resources, activities, and social connection.

### Request for Proposals

DDA is seeking proposals from senior centers across Tennessee that describes how the senior center intends to use the funding, if awarded, for improvement of and benefits of the senior center and the participants. These funds are non-recurring which means funds are not guaranteed on an annual basis.

### Contract

All grantees will be sent a contract after receiving a Notice of Award (see grant timeline for more details). This contract **MUST** be signed by the authorized signatory listed on the Senior Center Grant Application before funding will be sent to the senior center.

### Reporting Requirements

A report template has been created and will be provided to each grant recipient. This template will be completed twice during the grant cycle; once by **March 31, 2025 (Mid-Term)**, and once by **October 31, 2025 (Final)**. All grantees are required to submit the following information:

- 1) Narrative summary about the impact the funding had on the center and the items/materials purchased;
- 2) Number of unduplicated people served;
- 3) Pictures of items, materials, programs, activities, etc. purchased using grant funds;
- 4) Fiscal Cover Sheet

If applicable, testimonials from center members about how the funding impacted their participation at the center.

## **Funding**

### Award Amounts

DDA will award minor grants ranging from a minimum of five thousand dollars (\$5,000) to a maximum ten thousand dollars (\$10,000) each based on the need of the center applying for funds. The increased funding will allow senior centers to request the amount of funds needed to benefit their center the most rather than a set monetary amount.

These grants will be competitive meaning not all applications may receive funding. Grant recipients must expend all grant funds by **September 30, 2025**.

### Register with the State

If a senior center has not received previous grant funding, DDA strongly recommends that the senior center register to be a supplier with the State of Tennessee as soon as possible. To register as a State of Tennessee supplier, please use the link below and click “Register as a Supplier” in the middle section of the webpage.

- [Register as a Supplier](#)
- [Supplier Guide: Registering to do Business with the State of Tennessee](#)

### Direct Deposit

For any senior center that does not have direct deposit set up with Edison Maintenance through the State, it is strongly recommended that an application is completed as soon as possible using the link below. This will allow for the funds to be distributed to award recipients quickly and efficiently.

- [Edison Maintenance Direct Deposit form and instructions](#)

### Funding Distribution

Senior centers who receive funding through this grant will receive a lump sum payment of the funding requested once all required documents have been signed and submitted. Proof of receipts of purchases are required during the Mid-Term and Final Reports to verify funds have been spent.

## Application Eligibility and Logistics

### Eligibility

For the purpose of this grant, all senior centers in the state of Tennessee that meet one of the following definitions are eligible and encouraged to apply for this funding opportunity:

- 1) a single purpose agency with programs and activities designed and operated only for the benefit of adults aged 60 and over; or
- 2) a multi-purpose agency with a broad spectrum of services, which shall include provision of health, social, nutritional, and educational services, and the provision of facilities for recreational activities for adults aged 60 and over.

It is encouraged that funding be used to support goals such as, but not limited to:

- 1) Capital Projects (building improvements, equipment, etc.)
- 2) Marketing
- 3) Programming/Activities
- 4) Routine Operating Expenses

### Funding Limitations

Funding may **NOT** be used for:

- 1) Purchase of gift cards for any purpose
- 2) Staff salaries

### Grant Timeline

<b>Date</b>	<b>Action</b>
<b>June 17, 2024</b>	Request for Proposal available for review
<b>June 26, 2024 (10:00am CST/11:00am EST)</b>	**Informational Session
<b>July 8, 2024</b>	Start date for applications to be submitted
<b>August 9, 2024 (4:00pm CST/5:00pm EST)</b>	Deadline for applications to be submitted
<b>August 30, 2024 (4:00pm CST/5:00pm EST)</b>	Anticipated date for Notice of Awards
<b>Fall 2024</b>	Contracts to grantees to sign
<b>Winter 2024/2025</b>	All funding distributed to grantees
<b>March 31, 2025</b>	Mid-Term Report due (template will be provided)
<b>September 30, 2025</b>	All funding must be spent by grantees
<b>October 31, 2025</b>	Final Report due (template will be provided)

**\*\*An informational webinar will be held for interested parties on **Wednesday, June 26 at 10:00a CST (11:00a EST)**. The webinar will be recorded and posted in the TN Senior Center Resource Library within two (2) days. Webinar information can be found below or email Sidney Enss at [Sidney.Enss@tn.gov](mailto:Sidney.Enss@tn.gov) for additional details.**

- **Webinar Link - [Click here to join the meeting](#)**

### Application Requirements

All applicants are required to complete the Senior Center Grant Application using the enclosed application or electronically using the [Electronic Senior Center Application](#).

- 1) Name of Senior Center
- 2) Type of Entity (How the senior center is registered through the Secretary of State)
  - a. Nonprofit
  - b. City Government
  - c. County Government
- 3) Senior Center Physical Address  
Senior Center Mailing Address (if different than listed above)
- 4) County of Senior Center Location
- 5) Senior Centers Hours of Operation
- 6) Senior Center Contact (This person will be the primary contact and receive all grant correspondence primarily via email)
  - a. First & Last Name
  - b. Title/Position at the Senior Center
  - c. Email Address
  - d. Phone Number
- 7) Authorized Signatory (Person authorized to sign contracts on behalf of the center)
  - a. First & Last Name
  - b. Title/Position at the Senior Center
  - c. Email Address
  - d. Phone Number
- 8) Amount of funding being requested (between \$5,000-\$10,000) \_\_\_\_\_.
- 9) Grant Goals
  - a. Capital Projects (building improvements, equipment, etc.)
  - b. Marketing
  - c. Programming/Activities
  - d. Routine Operating Expenses
- 10) Project Narrative (500 word maximum)
- 11) Letter of Support from State Representative (See Appendix D for a sample letter)
- 12) Letter of Support from State Senator (See Appendix D for a sample letter)
- 13) Copy of organizations most recent W-9 form
  
- 14) Preferred Payment Method (If awarded a grant, select your preference on receiving grant funds)

- a. Direct Deposit
    - i. Last 4 digits of the account number
  - b. Check Mailed
    - i. Address the check should be mailed to
- 15) Grant Agreement

**ALL** items listed above **MUST** be submitted to be considered a complete application. If any items are missing, the application **WILL NOT** be considered for funding.

### Scoring Metrics

Three (3) main scoring metrics will be used to determine total score for each grant submission. These metrics include:

- 1) 2024 Targeted Area ([Department of Economic and Community Development](#)) - See Appendix A for county breakdown.
  - a. 5 pts “Distressed”
  - b. 4 pts “At Risk”
  - c. 3 pts “Transitional”
  - d. 2 pts “Competitive”
  - e. 1 pt. “Attainment”
- 2) Estimated 65+ Population in 2024 ([Tennessee Department of Health, pg. 5-6](#)) – See Appendix B for county breakdown.
  - a. 5 pts 30% or higher
  - b. 4 pts 25-29.9%
  - c. 3 pts 20-24.9%
  - d. 2 pts 15-19.9%
  - e. 1 pt. 10-14.9%
- 3) Adults 65+ at Poverty Level (based on [US Census Bureau Poverty Status in the Past 12 Months](#)) - See Appendix C for county breakdown.
  - a. 5 pts 25% or higher
  - b. 4 pts 20-24.9%
  - c. 3 pts 15-19.9%
  - d. 2 pts 10-14.9%
  - e. 1 pt. 9.9% or lower

### Tie Scores

In the event applicants have tie scores, the applicant who submitted their proposal the earliest will receive priority determination of funding. Therefore, it is important to submit your application as soon as possible.



# 2024 Senior Center Grant Application

1. Name of Senior Center \_\_\_\_\_

2. Type of Entity (How the senior center is registered through the TN Secretary of State)

- Nonprofit
- City Government
- County Government

3. Senior Center Physical Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

Senior Center Mailing Address (if different than listed above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

4. County of Senior Center Location \_\_\_\_\_

5. Senior Centers Hours of Operation

- a. Monday \_\_\_\_\_
- b. Tuesday \_\_\_\_\_
- c. Wednesday \_\_\_\_\_
- d. Thursday \_\_\_\_\_
- e. Friday \_\_\_\_\_

6. Senior Center Contact

**NOTE: This person will be the primary contact and receive all grant correspondence primarily via email.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title/Position at the Senior Center \_\_\_\_\_

Email \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**7. Authorized Signatory**

**NOTE: This person is authorized to sign contracts on behalf of the senior center.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title/Position at the Senior Center \_\_\_\_\_

Email \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**8. Amount of funding being requested (between \$5,000-\$10,000) \_\_\_\_\_.**

**9. Grant Goals (select all that apply)**

- Capital Projects (building improvements, equipment, etc.)
- Marketing
- Programming / Activities
- Routine Operating Expenses

**10. Project Narrative (500 Words Maximum, attach separate page if needed)**

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**11. Letter from State Representative:** YES NO

**12. Letter from State Senator:** YES NO

**13. Organization's most recent W-9 form:** YES NO

**14. Preferred Payment Method**

**NOTE: If awarded a grant, select your preference on receiving grant funds.**

**Only select one option:**

**Direct Deposit**  
Last 4 digits of account number \_\_\_\_\_

**Check Mailed**  
Address the check should be mailed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, TN \_\_\_\_\_

**Grant Agreement**

I \_\_\_\_\_, understand, if awarded a Senior Center Grant, all funds received from this grant must be used for the improvement and benefit of the above-mentioned senior center and must be expended by September 30, 2025.

\_\_\_\_\_  
(Senior Center Contact's Printed Name)

\_\_\_\_\_  
(Senior Center Contact's Signature)

\_\_\_\_\_  
(Date)

Appendix A – 2024 Targeted Area ([Department of Economic and Community Development](#))

**5 pts Distressed**

Bledsoe  
Clay  
Cocke  
Hancock  
Hardeman  
Lake  
Perry  
Scott

**4 pts At-Risk**

Benton  
Campbell  
Carroll  
Carter  
Claiborne  
Decatur  
Fentress  
Greene  
Grundy  
Hawkins  
Haywood  
Houston  
Jackson  
Johnson  
Lauderdale  
Lewis  
Macon  
McNairy  
Meigs  
Morgan  
Pickett  
Rhea  
Sequatchie  
Unicoi  
Van Buren  
Warren  
Wayne

**3 pts Transitional**

Anderson  
Bedford  
Blount  
Bradley  
Cannon  
Chester  
Coffee  
Crockett  
Cumberland  
DeKalb  
Dickson  
Dyer  
Franklin  
Gibson  
Giles  
Grainger  
Hamblen  
Hamilton  
Hardin  
Henderson  
Henry  
Hickman  
Humphreys  
Jefferson  
Lawrence  
Lincoln  
Loudon  
Madison  
Marion  
Marshall  
Maury  
McMinn  
Monroe  
Montgomery  
Obion  
Polk  
Putnam  
Roane  
Robertson  
Rutherford  
Sevier  
Shelby  
Smith

**3 pts Transitional, cont.**

Stewart  
Sullivan  
Tipton  
Trousdale  
Union  
Washington  
Weakley  
White

**2 pts Competitive**

Cheatham  
Davidson  
Fayette  
Knox  
Moore  
Sumner  
Wilson

**1 pt. Attainments**

Williamson

**Appendix B – Estimated 65+ Population in 2024 ([Tennessee Department of Health, pg. 5-6](#))**

**5 pts 30% or above**

Cumberland  
Pickett

**4 pts 25-29.9%**

Benton  
Carter  
Clay  
Decatur  
Fayette  
Hardin  
Henry  
Jackson  
Johnson  
Loudon  
Roane  
Unicoi  
Van Buren

**3 pts 20-24.9%**

Anderson  
Bledsoe  
Blount  
Campbell  
Cannon  
Carroll  
Claiborne  
Cocke  
Crockett  
DeKalb  
Fentress  
Franklin  
Giles  
Grainger  
Greene  
Grundy  
Hamblen  
Hancock  
Hardeman  
Hawkins  
Haywood  
Henderson  
Houston  
Humphreys  
Jefferson  
Lawrence  
Lewis  
Lincoln  
Madison  
Marion  
McMinn  
McNairy  
Meigs  
Monroe  
Moore  
Morgan  
Obion  
Overton  
Perry  
Polk  
Rhea  
Sequatchie  
Sevier  
Stewart

**3 pts 20-24.9% cont.**

Sullivan  
Union  
Washington  
Wayne  
Weakley  
White

**2 pts 15%-19.9%**

Bedford  
Bradley  
Cheatham  
Chester  
Coffee  
Dickson  
Dyer  
Gibson  
Hamilton  
Hickman  
Knox  
Lake  
Lauderdale  
Macon  
Marshall  
Maury  
Putnam  
Robertson  
Scott  
Shelby  
Smith  
Sumner  
Tipton  
Warren  
Williamson  
Wilson

**1 pt. 10%-14.9%**

Davidson  
Montgomery  
Rutherford  
Trousdale

**Appendix C – Adults 65+ at Poverty Level (based on [US Census Bureau Poverty Status in the Past 12 Months](#))**

**5 pts 25% or above**

Cumberland  
Loudon  
Pickett

**4 pts 20-24.9%**

Benton  
Carter  
Clay  
Cocke  
Decatur  
Fayette  
Fentress  
Giles  
Greene  
Hancock  
Hardin  
Hawkins  
Haywood  
Henry  
Jackson  
Johnson  
Meigs  
Monroe  
Obion  
Polk  
Roane  
Sequatchie  
Sullivan  
Unicoi  
Van Buren

**3 pts 15%-19.9%**

Anderson  
Bledsoe  
Blount  
Bradley  
Campbell  
Cannon  
Carroll  
Cheatham  
Chester  
Claiborne  
Coffee  
Crockett  
DeKalb  
Dickson  
Dyer  
Franklin  
Gibson  
Grainger  
Grundy  
Hamblen  
Hamilton  
Hardeman  
Henderson  
Hickman  
Houston  
Humphreys  
Jefferson  
Knox  
Lauderdale  
Lawrence  
Lewis  
Lincoln  
Madison  
Marion  
Maury  
McMinn  
McNairy  
Moore  
Morgan  
Overton  
Perry  
Rhea



**3 pts. 15%-19.9%cont.**

Scott  
Sevier  
Smith  
Stewart  
Sumner  
Union  
Warren  
Washington  
Wayne  
Weakley  
White

**2pts. 10-14.9%**

Bedford  
Davidson  
Lake  
Macon  
Marshall  
Putman  
Robertson  
Shelby  
Tipton  
Trousdale  
Williamson  
Wilson

**1 pt. 9.9% or lower**

Montgomery  
Rutherford

## Appendix D – Sample Letter to State Representative and Senator

**Note: This letter should be written and signed on the letter head of the elected official**

[DATE], 2024

Commissioner Brad Turner  
Tennessee Department of Disability and Aging  
502 Deaderick Street, 9th Floor  
Nashville, TN 37243-0860

Dear Commissioner Turner:

I am pleased to write this letter of support for the **[Senior Center]**'s application for a senior center grant from the Tennessee Department of Disability and Aging. The **[Senior Center Name]** plans to use funds to **[brief project description]**. I believe this project will be an asset to the constituents of my district.

Sincerely,

[First and Last Name]  
[Representative / Senator]  
Tennessee General Assembly



**AGENDA ACTION FORM**

**Consideration of a Resolution Awarding the Bid for the Purchase of Tire Recapping Services to Best One Tire Co.**

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

Action Form No.: AF-193-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Committee  
Presentation By: R. McReynolds, S. Leonard

**Recommendation:**

Approve the resolution

**Executive Summary:**

Bids were opened on May 2, 2024 for the purchase of Tire Recapping Services for use by the Fleet Maintenance Department for FY25. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 17, 2024 and placed on our website for 15 calendar days. It is recommended to approve the award to the apparent low, responsible compliant bid from Best One Tire Co. at an estimated annual cost of \$61,160.00.

Funding is identified in various accounts.

**Attachments:**

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR TIRE RECAPPING SERVICES TO BEST ONE TIRE CO.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened July 21, 2024, for tire recapping services for use by the Fleet Maintenance Department; and

WHEREAS, upon review of the bids, the board finds Best One Tire Co. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase tire recapping services from Best One Tire Co., at a total purchase cost of \$61,160.00; and

WHEREAS, funding is identified in account various city accounts.

Now therefore,

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

SECTION I. That the award bid for tire recapping services at an anticipated annual cost of \$61,160.00, is awarded to Best One Tire Co., and the city manager is authorized to execute purchase orders for same

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 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES

MAY 2, 2024

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:

RECAPPING TIRE SERVICE					
Vendor:	Estimated Annual Quantity:	Snider Fleet Solutions	Southern Tire Mart	Goodyear Tire & Rubber Co.	Best One Tire Company
Tire Cap Cold MS – 11R22.5 – Gripper 22/32"	70	\$167.00	\$131.00	\$148.32	\$120.00
Tire Recap Mud and Snow – 255/70R22.5 – Gripper 22/32"	12	\$147.00	\$116.00	\$134.45	\$105.00
Tire Recap Mud & Snow – 12R22.5 – XDUS Refuse Tread 32/32"	100	\$275.00	\$195.00	\$218.72	\$175.00
Tire Recap Mud & Snow – 11R22.5 – XDUS Refuse Tread 32/32"	200	\$255.00	\$192.00	\$202.75	\$170.00

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



**FLEET MAINTENANCE DEPARTMENT**  
**City of Kingsport, Tennessee**

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**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** May 6, 2024  
**Re:** Recapping Tire Service Purchase Recommendation

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This memo will serve as confirmation of my review of the bid documents for the Tire Recapping Services for FY25. It is my recommendation to award the bid to the lowest, responsible bid from Best One Tire Company. Best One Tire Company tread options are in compliance with the City of Kingsport's current specifications. The estimated annual cost for tire recapping services is \$61,160.00.

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

Thank you.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award the Bid for the Purchase of Rock Salt for FY25**

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

Action Form No.: AF-198-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Committee  
Presentation By: R. McReynolds

**Recommendation:**

Approve the Resolution

**Executive Summary:**

Bids were opened on July 1, 2024 for the purchase of rock salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with fourteen East Tennessee government agencies participating. It is recommended to award the primary bid for the purchase of rock salt to the apparent low bidder Compass Minerals America, Inc., at a cost of \$120.35 per ton. The estimated annual cost is \$481,400.00 based on purchasing 4,000 tons. The City included an option in the bid documents to be able to purchase up to an additional 2,000 tons of rock salt if needed. It is also recommended to allow the Procurement Department to purchase salt from TN State Contract # 507 in the event that a secondary source for Rock Salt is needed.

The City is not required to purchase rock salt unless and until it is needed.

Funding is identified in account number 12140244613038.

**Attachments:**

- 1. Resolution
- 2. Recommendation Memo

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ROCK SALT TO COMPASS MINERALS AMERICA, INC. AND ALTERNATIVELY PURSUANT TO STATE CONTRACT NO.: 507 AS A SECONDARY SOURCE IF NEEDED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened July 1, 2024, for the purchase of rock salt for use by the Public Works Department on an as needed basis in conjunction with the City of Knoxville, Tennessee and fourteen other East Tennessee governmental agencies; and

WHEREAS, upon review of the bids, the board finds Compass Minerals America, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city and the City of Kingsport desires to purchase rock sale from Compass Minerals America, Inc. at a cost of \$120.35 per ton at an estimated annual cost of \$481,400.00 for 4,000 tons; and

WHEREAS, the specifications for the bid state that the city may purchase up to 2,000 tons of additional rock salt if needed at the same cost per ton; and

WHEREAS, should such the need arise, City has identified Tennessee State Contract No.: 507 as a secondary source for the acquisition of rock salt; and

WHEREAS, funding is identified in account number 12140244613038.

Now therefore,

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

SECTION I. That the bid for the purchase of rock salt for use by the Public Works Department is awarded to Compass Minerals America, Inc. at a cost of \$120.35 per ton at an estimated annual cost of \$481,400.00 for 4,000 tons with the option to purchase up to an additional 2,000 tons at the same price per ton and the city manager is authorized to execute purchase orders for the same on an as needed basis.

SECTION II. That the city manager is authorized to execute purchase orders as needed to acquire additional rock salt pursuant to State Contract No.: 507.

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

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



ADOPTED this the 16th day of July, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM

July 2, 2024

TO: Brent Morelock, Procurement Manager  
FROM: Tim Elsea, Assistant Public Works Director  
SUBJECT: Rock Salt Bid Award

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Greg Willis and I have reviewed the recent bids for Rock Salt.

Our recommendation for the Rock Salt bid would be to award to Compass Minerals America, Incorporated as the primary vendor. They were low bidder. We would like to have the option to purchase salt from TN State Contract # 507 in the event an additional source is needed. This would be a safeguard for the City having a purchasing option with them in case of an emergency situation such as a bad winter where salt supply or delivery becomes an issue.

If you have any questions please contact me at your convenience at 229-9451.



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving an Amendment to the Inter-Local Cooperation Agreement between the Emergency Communications District and City of Kingsport.**

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

Action Form No.: AF-114-2024  
Work Session: July 16, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Bart Rowlett  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
This resolution approves an amendment to the inter-local cooperation agreement between City and the Emergency Communications District of the City of Kingsport (ECD) to increase the reimbursement of services.

Currently, ECD reimburses City for providing leasehold premises, employees, and administrative services in the amount of \$290,000. Following discussions between ECD representatives and City staff, the current reimbursement amount may not represent the actual expenses incurred by City for providing services to ECD. An appropriate study is underway to determine the parties respective costs.

To allow time for completion of the study and yet compensate City for services rendered, ECD has approved an increase of \$100,000 to the reimbursement amount. The total reimbursement amount for fiscal year 2025 will be \$390,000.

Upon completion of the study City and ECD will discuss further amendments to the inter-local cooperation agreement.

**Attachments:**  
1. Resolution

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

RESOLUTION NO. \_\_\_\_\_

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

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

WHEREAS, it appears to City and KECD this reimbursement amount may not represent the actual expenses incurred by City for providing the aforementioned to DISTRICT; and

WHEREAS, to allow time for an appropriate study to assess the reasonable reimbursement, DISTRICT and CITY desire and agree to amend the Inter-Local Cooperation Agreement by increasing the reimbursement amount by \$100,000; and

WHEREAS, an amendment to the Second Amended Agreement is needed to change paragraph 12a regarding the reimbursement from the District to City.

Now therefore,

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

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

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

AMENDMENT TO THE  
SECOND AMENDED AGREEMENT  
BETWEEN  
THE CITY OF KINGSPORT, TENNESSEE AND  
THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT,  
TENNESSEE  
INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND PROCEDURES  
FOR MUTUAL AID AND COORDINATION OF EMERGENCY COMMUNICATIONS SERVICE

THIS AMENDMENT TO THE SECOND AMENDED AGREEMENT made and entered into as of the \_\_\_ day of July, 2024 by and between the City of Kingsport, hereinafter called, "CITY", and the

Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

WITNESSETH

WHEREAS, pursuant to Paragraph 12a of the Inter-local Cooperation Agreement DISTRICT reimburses CITY for expenses incurred for leasehold premises, employees and administrative services out of the emergency telephone service charge; and

WHEREAS, it appears to CITY and DISTRICT this reimbursement amount may not represent the actual expenses incurred by CITY for providing the aforementioned to DISTRICT; and

WHEREAS, to allow time for an appropriate study to assess the reasonable reimbursement, DISTRICT and CITY desire and agree to amend the Inter-Local Cooperation Agreement by increasing the reimbursement amount by \$100,000; and

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

WHEREAS, CITY, by its Resolution No. 2025 - \_\_\_\_\_, authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

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

SECTION A. That the Agreement be and hereby is amended by deleting subparagraph a. to Section 12 relating to Consideration, in its entirety and replacing it with the following:

12. CONSIDERATION.

a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees, and administrative services. The amount of such reimbursement shall be THREE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$390,000.00) for Fiscal Year 2024 – 2025. For fiscal years thereafter the reimbursement shall be as agreed to by CITY and DISTRICT and in the absence of an agreement shall revert to the amount established prior to this Second Amendment. The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice 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 16th day of July. 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant from the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2025**

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

Action Form No.: AF-186-2024  
Work Session: July 15, 2024  
First Reading: July 16, 2024  
Final Adoption: July 16, 2024  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
The Kingsport Police Department has an opportunity to receive funding from the State of Tennessee to provide a School Resource Officer in every City of Kingsport School. The funding allocates \$75,000 for each School Resource Officer (SRO) which will fund salary, benefits, and equipment for one officer. The City of Kingsport currently has (12) twelve schools that will benefit from the funding. The total grant funding will be around \$900,000.

There are no matching funds required.

**Attachments:**  
Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SCHOOL RESOURCE OFFICER GRANT FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER GRANT PROGRAM

WHEREAS, the city, through the Kingsport Police Department, would like to apply for a school resource officer grant through the State of Tennessee School Resource Officer Grant Program, which will provide funds to support salaries, benefits, and equipment for school resource officers; and

WHEREAS, the maximum amount of the grant award being \$900,000.00;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the State of Tennessee School Resource Officer Grant Program in the amount of \$900,000.00.

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

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

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

ADOPTED this the 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2025**

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

Action Form No.: AF-185--2024  
Work Session: July 15, 2024  
First Reading: July 16, 2024  
Final Adoption: July 16, 2024  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
The State of Tennessee School Resource Officer (SRO) Grant Program requires quarterly reports as well as other documents to be signed by a representative of the agency (City of Kingsport) receiving grant funds. A Signature Authority Consent Form will allow the mayor to grant signatory authority to the Chief of Police or designee to sign all grant-related documents on behalf of the organization for FY 2025.

**Attachments:**  
Resolution

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the city is applying for the State of Tennessee School Resource Officer Program Grant Program and the city acknowledges that signature authority for various documents involved with the Grant is needed; and

WHEREAS, this signature authorizes the mayor to execute formal documents, and to designate the Chief of Police, or his designee, with signatory authority "to sign grant documents required for reporting as contracted on behalf of the city for the State of Tennessee School Resource Officer Grant."

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, grants signature authority for any documents associated with the State of Tennessee School Resource Officer Grant.

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

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

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

ADOPTED this the 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### **Consideration of a Resolution Ratifying the Mayor's Signature on the Petworks Operational Agreement**

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

Action Form No.: AF-205-2024  
Work Session: July 15, 2024  
First Reading: N/A

Final Adoption: July 16, 2024  
Staff Work By: Jessica Harmon  
Presentation By: Jessica Harmon

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

The City of Kingsport routinely enters into agreements with various agencies and organizations for services benefitting the general welfare to Kingsport residents for services in the fiscal year 2024-2025.

One of the organizations proposed for funding in the FY25 budget was Petworks. If approved, this action would ratify the mayor's signature on the Petworks Partner Agreement. Early execution of this agreement was needed to expedite the necessary funding for continued operation of the facility.

#### **Attachments:**

1. Resolution
2. Signed Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH  
PETWORKS ANIMAL SERVICES, INC.; AND RATIFYING THE  
MAYOR'S EXECUTION OF THE SAME

WHEREAS, the city annually enters into agreements with various agencies and organizations for services benefitting the general welfare to Kingsport residents; and

WHEREAS, one of the organizations proposed for funding in the FY25 budget was Petworks Animal Services, Inc. (PETWORKS); and

WHEREAS, the PETWORKS agreement was executed by the city on July 1, 2024, in order to expedite necessary funding for continued operation of the facility.

Now therefore,

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

SECTION I. That the agreement executed on July 1, 2024, with Petworks Animal Services, Inc., is ratified, including the execution of the same by Mayor Patrick W. Shull, the terms of the agreement being as follows:

**CITY OF KINGSPORT, TENNESSEE  
AND  
PETWORKS ANIMAL SERVICES, INC.  
OPERATIONAL AGREEMENT**

THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

WIT N E S S E T H:

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control and animal shelter services; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents; and,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**SECTION 1. PURPOSE OF THE AGREEMENT.**

The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

**SECTION 2. DESCRIPTION OF THE PROJECT.**

CENTER agrees as follows:

A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.

B. Endeavor to answer all calls for service within the corporate limits, but not required to maintain a dedicated dispatch employee. CENTER shall have a message on their answering machine that directs callers to leave a message or dial 911 in case of an emergency. Missed calls are expected to be returned the next business day at the latest.

- C. Maintain regular posted hours of operation at its premises, on its website and on all social media platforms operated, such hours being open to the public at a minimum of four (4) hours, five days per week, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, public health emergencies, or other unusual occurrences. Notice of all unscheduled closings should be provided to the CITY prior to closing of the facility.
- D. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. Staff shall be kept at a rate consistent with budgeted positions. Vacant positions shall be filled in a timely manner to eliminate any gap in service. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement. All staff shall be appropriately trained on the day to day operations of the CENTER as well as all laws that relate to the CENTER.
- E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.
- F. Admit animals to the facility on a daily basis, except on those holidays and occurrences when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for Animal Control Officers for after-hours or emergency admissions to the shelter. The following constitutes an emergency:
- i. Vicious domestic animal or domesticated animal that poses a threat to human life.
  - ii. An animal whose owner law enforcement officials or other government officials have detained and whose welfare depends on being placed into protective custody by animal control.
  - iii. An animal whose life is endangered unless immediate care/assistance 'is provided.
  - iv. Anytime confirmation is made by medical authority or a law enforcement officer that an animal has bitten a human.
- G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes.
- H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.
- I. Maintain an up to date website with hours of operation and phone number.
- J. Maintain an animal lost and found service.
- K. Maintain appropriate administrative records.
- L. Prepare a monthly administrative report for CITY to be delivered no later than the 10<sup>th</sup> day of each month which will include the following information on the previous month's activities:
- i. Total number of animals brought in - including when available - the location where the animal came from and identification of the source of the animal;
  - ii. Purpose for which each animal was brought to the facility;
  - iii. Total number of rabies test performed;
  - iv. Number of animals reclaimed by owners - and length of stay;
  - v. Number of animals euthanized;
  - vi. Number of animals remaining at shelter; and
  - vii. Record of all monetary transactions.
- In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY as well as a presentation to the Board of Mayor and Aldermen at the end of the third quarter of the fiscal year on the operations of the CENTER.
- M. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).
- N. Provide information on animals brought to the shelter to a newspaper of general circulation within city.
- O. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.
- P. Provide for the training of assistants to work at the shelter.

Q. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

**SECTION 3. RESPONSIBILITY FOR EXPENSES.**

It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

- A. CENTER will pay for all food for the animals in the program.
- B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.
- C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.
- D. CENTER will perform, and bear the expense for all euthanasia and will assume responsibility for final disposal of animals.
- E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.
- F. CENTER will coordinate with the Tennessee Wildlife Resources Agency and other local organizations for the care, relocation, removal and /or disposal of wild animals in the corporate limits of the CITY.
- G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will then have five (5) additional days for adoption of animals. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately euthanized following the waiting period or upon meeting the requirements of City Ordinance 14-85 be euthanized immediately.

**SECTION 4. MAXIMUM PAYMENT.**

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (350,000.00), except as approved by CITY The payment will be made on July 1, 2024.

**SECTION 5. PAYMENT BY CITY.**

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

**SECTION 6. AUDITS.**

CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- A. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- B. A description of the program that serves the residents of the municipality; and
- C. The proposed use of the municipal assistance.
- D. A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

**SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.**

CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State. CENTER will present bi-annually the accounting and record keeping documents to the CENTER Board of Directors.

**SECTION 8. LIABILITY.**

CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of CENTER, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

- A. CENTER will provide workers compensation insurance for its employees or other appropriate

individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.

B. CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. ENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

**SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.**

No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; 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

**SECTION 10. INDEPENDENT CONTRACTOR.**

CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CENTER, or it employees or agents.

**SECTION 11. CHANGES.**

This Agreement may be amended only by a written instruments signed by properly authorized representatives of CITY and CENTER.

**SECTION 12. ASSIGNMENT AND SUBLETTING.**

CENTER may not assign this Agreement without the express written consent of CITY.

**SECTION 13. TERMINATION.**

This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

**SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

**SECTION 15. ASSURANCES.**

CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

**SECTION 16. OPERATING INFORMATION.**

CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

**SECTION 17. PROJECT TERM.**

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

**SECTION 18. MISCELLANEOUS.**

This written Agreement represents the entire Agreement of the parties, and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Acknowledgements Deleted for Inclusion in 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 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**CITY OF KINGSPORT, TENNESSEE**

**AND**

**PETWORKS ANIMAL SERVICES, INC.**

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**OPERATIONAL AGREEMENT**

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THIS AGREEMENT made and entered into as of this 1st day of July, 2024, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

**WITNESSETH:**

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control and animal shelter services; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents; and,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**SECTION 1. PURPOSE OF THE AGREEMENT.**

The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

**SECTION 2. DESCRIPTION OF THE PROJECT.**

CENTER agrees as follows:

- A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the

date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.

- B. Endeavor to answer all calls for service within the corporate limits, but not required to maintain a dedicated dispatch employee. CENTER shall have a message on their answering machine that directs callers to leave a message or dial 911 in case of an emergency. Missed calls are expected to be returned the next business day at the latest.
- C. Maintain regular posted hours of operation at its premises, on its website and on all social media platforms operated, such hours being open to the public at a minimum of four (4) hours, five days per week, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, public health emergencies, or other unusual occurrences. Notice of all unscheduled closings should be provided to the CITY prior to closing of the facility.
- D. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. Staff shall be kept at a rate consistent with budgeted positions. Vacant positions shall be filled in a timely manner to eliminate any gap in service. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement. All staff shall be appropriately trained on the day to day operations of the CENTER as well as all laws that relate to the CENTER.
- E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.
- F. Admit animals to the facility on a daily basis, except on those holidays and occurrences when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for Animal Control Officers for after-hours or emergency admissions to the shelter. The following constitutes an emergency:

- i. Vicious domestic animal or domesticated animal that poses a threat to human life.
  - ii. An animal whose owner law enforcement officials or other government officials have detained and whose welfare depends on being placed into protective custody by animal control.
  - iii. An animal whose life is endangered unless immediate care/assistance is provided.
  - iv. Anytime confirmation is made by medical authority or a law enforcement officer that an animal has bitten a human.
  
- G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes.
  
- H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.
  
- I. Maintain an up to date website with hours of operation and phone number.
  
- J. Maintain an animal lost and found service.
  
- K. Maintain appropriate administrative records.
  
- L. Prepare a monthly administrative report for CITY to be delivered no later than the 10<sup>th</sup> day of each month which will include the following information on the previous month's activities:
  - i. Total number of animals brought in – including when available – the location where the animal came from and identification of the source of the animal;
  - ii. Purpose for which each animal was brought to the facility;
  - iii. Total number of rabies test performed;
  - iv. Number of animals reclaimed by owners – and length of stay;
  - v. Number of animals euthanized;
  - vi. Number of animals remaining at shelter; and
  - vii. Record of all monetary transactions.

In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY as well as a presentation to the Board of Mayor and Aldermen at the end of the third quarter of the fiscal year on the operations of the CENTER.

- M. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records,

Veterinarian treatment, charges etc.).

- N. Provide information on animals brought to the shelter to a newspaper of general circulation within city.
- O. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.
- P. Provide for the training of assistants to work at the shelter.
- Q. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

### **SECTION 3. RESPONSIBILITY FOR EXPENSES.**

It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

- A. CENTER will pay for all food for the animals in the program.
- B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.
- C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.
- D. CENTER will perform, and bear the expense for all euthanasia and will assume responsibility for final disposal of animals.
- E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.
- F. CENTER will coordinate with the Tennessee Wildlife Resources Agency and other local organizations for the care, relocation, removal and /or disposal of wild animals in the corporate limits of the CITY.
- G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will then have five (5) additional days for adoption of animals. It is agreed that no

animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately euthanized following the waiting period or upon meeting the requirements of City Ordinance 14-85 be euthanized immediately.

#### **SECTION 4. MAXIMUM PAYMENT.**

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (350,000.00), except as approved by CITY. The payment will be made on July 1, 2024.

#### **SECTION 5. PAYMENT BY CITY.**

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

#### **SECTION 6. AUDITS.**

CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- A. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- B. A description of the program that serves the residents of the municipality; and
- C. The proposed use of the municipal assistance.
- D. A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

#### **SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.**

CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State. CENTER will present bi-annually the accounting and record keeping documents to the CENTER Board of Directors.

#### **SECTION 8. LIABILITY.**

CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of CENTER, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

A. CENTER will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.

B. CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER, its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. CENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

#### **SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.**

No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; 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

#### **SECTION 10. INDEPENDENT CONTRACTOR.**

CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CENTER, or its employees or agents.

#### **SECTION 11. CHANGES.**

This Agreement may be amended only by a written instrument signed by properly authorized representatives of CITY and CENTER.

#### **SECTION 12. ASSIGNMENT AND SUBLETTING.**

CENTER may not assign this Agreement without the express written consent of CITY.

#### **SECTION 13. TERMINATION.**

This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

#### **SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

#### **SECTION 15. ASSURANCES.**

CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

#### **SECTION 16. OPERATING INFORMATION.**

CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

#### **SECTION 17. PROJECT TERM.**

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

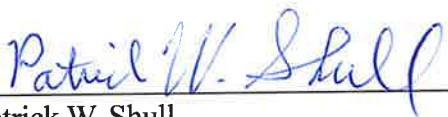
2024-2025 AnimConCen

**SECTION 18. MISCELLANEOUS.**

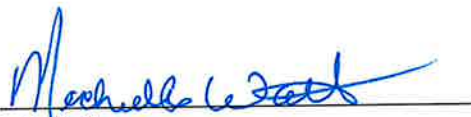
This written Agreement represents the entire Agreement of the parties, and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CITY OF KINGSPORT,  
TENNESSEE**

  
\_\_\_\_\_  
Patrick W. Shull  
Mayor

**PETWORKS ANIMAL SERVICES, -  
INC.**


  
\_\_\_\_\_  
Michelle Watts  
Executive Director

ATTEST:

  
\_\_\_\_\_  
Lisa Winkle, City Recorder



APPROVED AS TO FORM:

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





**AGENDA ACTION FORM**

**Consideration of a Resolution to Authorize Northeast State Community College to Enter into Sub-Lease Agreements with Participating Institutions**

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

Action Form No.: AF- 188-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Jessica Harmon  
Presentation By: Jessica Harmon

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
The Kingsport Center for Higher Education has two higher education institutions offering programs. They include Northeast State Community College (who manages the facility) and East Tennessee State University. The agreement attached provides the outline for the method by which educational services are provided at the Kingsport Center for Higher Education for the upcoming year.

The sub-lease agreement attached will be between Northeast State Community College and East Tennessee State University and outlines the parameters for space utilization. This agreement must be approved by the board to allow Northeast State Community College to sublease space pursuant to the lease agreement for the KCHE between the city and Northeast State. The sublease agreement outlines space allocated to each institution.

Each participating institution will pay a \$50,000 annual fee to Northeast State Community College and be eligible to provide programs approved by the Commission. The agreement is the same as the agreement last year and will be in effect for a one-year period.

**Attachments:**  
1. Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

WHEREAS, East Tennessee State University and Northeast State Community College offer programs at the Kingsport Center for Higher Education; and

WHEREAS, an agreement is needed with East Tennessee State University to offer educational services at the Kingsport Center for Higher Education for the upcoming school year; and

WHEREAS, city must authorize a sublease between the Tennessee Board of Regents for its Northeast State Community College as a tenant of the Kingsport Center for Higher Education and East Tennessee State University as a sub-tenant which will enable East Tennessee State University to offer classes at the Kingsport Center for Higher Education.

Now therefore,

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

SECTION I. That an agreement with East Tennessee State University for educational services at the Kingsport Center for Higher Education is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with East Tennessee State University for educational services at the Kingsport Center for Higher Education, 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:

Agreement between City of Kingsport  
And [NAME OF INSTITUTION]

This Agreement shall be in effect from July 1, 2024, through June 30, 2025 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and [NAME OF INSTITUTION]; WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

**Section 1.** The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

**Section 2.** Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

**Section 3.** All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case-by-case basis.

**Section 4.** At its discretion, and upon approval by the Kingsport Higher Education Commission, the Institution may offer any upper division level program (junior, senior or graduate level). The Kingsport Higher Education Commission will not deny a program based upon the fact that similar program is being offered by another member institution. New programs shall be submitted in writing to the Kingsport Higher Education Commission prior to each semester, and before advertising.

**Section 5.** Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC within 30 days of receipt of invoice.

**Section 6.** Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

**Section 7.** The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

**Section 8.** The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

**Section 9.** The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

**Section 10.** The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

**Section 11.** This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[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 sublease agreement, subleasing a portion of the Kingsport Higher Education Center to East Tennessee State University by Northeast State Community College to enable such entity to provide the programs set out in the various agreements with the City of

Kingsport at the Kingsport Center for Higher Education are approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Kingsport Tribe Youth Football and Cheer**

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

Action Form No.: AF-142-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Chassy Smiley  
Presentation By: Michael T. Borders

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

If approved the agreement will allow Kingsport Tribe Youth Football and Cheer (KTYFC) to utilize facilities located at 2533 N. John B Dennis Bypass as well as the use of J. Fred Johnson Stadium. KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football.

In addition, the agreement provides a framework pursuant to which parties engage in good faith efforts to advance the Tribe Sports initiatives, collaborate on promotion and marketing, conduct coach’s clinics, skills camps, and provide staff assistance. Seventy five percent of participants must be residents or KCS students.

Term of the agreement is August 1, 2024 to July 31, 2025.

**Attachments:**

- 1. Resolution
- 2. Agreement

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER RELATED TO THE USE OF THE ATHLETIC FIELDS AT THE TRIBE ATHLETIC COMPLEX AND J. FRED JOHNSON STADIUM

WHEREAS, Kingsport Tribe Youth Football and Cheer (KTYFC) is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyys-Bennett High School Football; and

WHEREAS, the city would like to enter into an agreement with KTYFC for the term of August 1, 2024 through July 31, 2025; and

WHEREAS, the agreement covers KTYFC's use of the Tribe Athletic Complex fields at 2533 North John B. Dennis Highway, Kingsport, Tennessee and the field at J. Fred Johnson Stadium.

Now therefore,

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

SECTION I. That the agreement with the Kingsport Tribe Youth Football and Cheer for a football youth sports program is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the Kingsport Tribe Youth Football and Cheer for the purpose of operating a youth football program at Tribe Athletic Complex fields, 2533 North John B. Dennis Highway and the fields at J. Fred Johnson Stadium, 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:

AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE AND  
KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER  
THIS AGREEMENT effective as of this \_\_\_\_ day of \_\_\_\_\_, 2024 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER, (KTYFC), hereinafter called "KTYFC".

WITNESSETH

**WHEREAS**, CITY does not provide a competitive regional travel youth football and cheer SPORTS program for the citizens of KINGSPORT; and

**WHEREAS**, KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyys-Bennett High School Football; and

**WHEREAS**, KTYFC is a newly formed non-profit organization for the benefit of Kingsport's Citizens; and

**WHEREAS**, CITY and KTYFC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of athletic amenities located at 2533 J B Dennis Bypass, and hereafter referred to as the "Facilities"; and

**WHEREAS**, KTYFC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by KTYFC and respective obligations contained herein;

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

**I. Term**

This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the agreement, with or without cause, giving sixty (60) days written notice to the other party.

**II. Use of Facilities**

1. KTYFC will be the primary competitive regional travel youth football and cheer provider for CITY during the period of August 1, 2024 to July 30, 2025. KTYFC shall have the primary right to use CITY's Athletics Facilities at 253 J B Dennis Bypass furthered described as the Tribe Athletic Complex (TAC) football field and field house, as assigned by CITY, during KTYFC regular fall recreational seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees. At any time the facilities are not being used by KTYFC, CITY may use the facilities for any other purpose.

Special Note: The KTYFC agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall prevent the CITY from utilizing CITY owned or operated facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility.

2. KTYFC shall be space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

3. KTYFC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

4. KTYFC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. KTYFC shall use appropriate judgment in insuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by KTYFC and all KTYFC sponsored activities related to the use of such Facilities.

**If KTYFC should desire to use CITY facilities for additional special events or programs, KTYFC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.**

**III. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at TAC.

a. Perform general maintenance and repairs to the facilities.

b. Work with KTYFC on maintenance items that could improve operations.

c. Provide KTYFC with contact information for after-hour and everyday needs.

d. Determine all rental fees and rules for usage of facility.

e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

f. Provide instructions and access for TAC Field lights at the football stadium for use during extended hours of need.

g. Establish policy for field lighting usage.

h. Provide for insurance on buildings.

i. Perform field maintenance and line fields as needed

j. Continue to pay the utilities for the 2024-2025 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and KTYFC.

2. Reserve the right to utilize the Facilities when KTYFC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

3. Assist KTYFC with distribution of information and refer interested parties to KTYFC when necessary.

4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to KTYFC for any monetary damages.

5. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of KTYFC as it relates to the Tribe Sports initiative.

6. Work in good faith with KTYFC to schedule league games at J. Fred Johnson Stadium for no rental or utility cost. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

#### **IV. Obligations of KTYFC**

KTYFC shall:

7. Provide the following information within 30 days of the effective date of this agreement:

- a. Current by-laws for organization.
- b. Proposed budget for upcoming year.
- c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.

d. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.

e. List of designated personnel who have facility keys & access.

f. Proposed Annual calendar including all events

8. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.

9. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:

a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.

b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.

c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.

10. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:

- a. Fainting or Seizures;
- b. Unexplained shortness of breath;
- c. Chest Pains;
- d. Dizziness;
- e. Racing Heart; and
- f. Extreme Fatigue

CITY of Kingsport has developed policies and procedures to ensure compliance.

11. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services. All fees must be approved by CITY on a yearly basis.

12. Provide reasonable opportunities and methods to include indigent participants.

13. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. KTYFC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in T.C.A. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i) A sexual offense or a violent sexual offense as defined in T.C.A. § 40-39-202;
- (ii) Any offense in title 39, chapter 13 (offenses against persons);
- (iii) T.C.A. § 39-14-301 AND 39-14-203 (arson, aggravated arson);
- (iv) T.C.A. § 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- (v) T.C.A. § 39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
- (vi) T.C.A. § 39-17-417 (controlled substances offenses)
- (vii) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- (viii) Any other offenses in title 39, chapter 17, part 13 (weapons).

KTYFC shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.



14. At no expense to CITY, perform the following necessary maintenance and repair:
  - a. All Football equipment;
  - b. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
  - c. Monitor and clean restroom facility and stock the restroom facilities supplies;
  - d. Adhere to City rules that pertain to field usage and provide input on overuse.
15. Furnish to the CITY a calendar of events within 30 days of the effective date of this agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the CITY within 30 days of the change.
16. Notify CITY's Risk Management Department (423) 229-9464 within 24 hours of any accident or injury which occurs at facility.
17. Sign a usage agreement annually with CITY.
18. Report any facility maintenance problems to CITY within 10 days of KTYFC's discovery of the problem.
13. Comply with any pouring or exclusivity rights the City has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
14. Maintain a minimum of 75% city residents and Kingsport City School (KCS) students as registered participants. Verification of residency percentages shall be made annually to CITY in the form of addresses. CITY and KTYFC will utilize annual data to determine future percentage goals. If this percentage is not met KTYFC must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season KTYFC will be assessed \$50 fee per child over 25% non- resident or KCS student.
15. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the facilities as necessary.
20. Conduct only KTYFC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by KTYFC members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to KTYFC equipment located at the facility.
22. Work in good faith with the CITY and KCS:
  - a. To address concerns of CITY and or Kingsport City Schools as to the oversight, operation and performance of the league;
  - b. To coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
  - c. Implement feedback from Dobyys-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyys-Bennett.
23. Work in good faith with the City of Kingsport to promote the Tribe Sports initiative and provide and relevant data, resources, and support.
24. Shall have the Dobyys-Bennett Football head coach or designee as a voting member of the KTYFC board. KTYFC shall not change their bylaws to remove this position from their Board.
25. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.
26. Shall reimburse the CITY for any costs related to facility cleanliness if not done by KTYFC in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

**V. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of KTYFC only and may not be assigned in whole or part by KTYFC to any other person or entity. Both parties understand that KTYFC use of the facility is nonexclusive.

**VI. Insurance and Indemnification**

KTYFC shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering KTYFC program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for the all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. KTYFC

shall provide the CITY with certificate(s) of insurance upon execution of this agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them. KTYFC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of KTYFC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of KTYFC as set forth in this Agreement.

**VII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of KTYFC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

AGREEMENT BETWEEN  
CITY OF KINGSPORT,  
TENNESSEE AND  
KINGSPORT TRIBE YOUTH FOOTBALL  
AND CHEER

THIS AGREEMENT effective as of this \_\_\_\_ day of, \_\_\_\_\_, 2024 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER, (KTYFC), hereinafter called "KTYFC".

WITNESSETH

**WHEREAS**, CITY does not provide a competitive regional travel youth football and cheer SPORTS program for the citizens of KINGSPORT; and

**WHEREAS**, KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyons-Bennett High School Football; and

**WHEREAS**, KTYFC is a newly formed non-profit organization for the benefit of Kingsport's Citizens; and

**WHEREAS**, CITY and KTYFC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of athletic amenities located at 2533 J B Dennis Bypass, and hereafter referred to as the "Facilities"; and

**WHEREAS**, KTYFC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by KTYFC and respective obligations contained herein;

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

**I. Term**

This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the agreement, with or without cause, giving sixty (60) days written notice to the other party.

**II. Use of Facilities**

1. KTYFC will be the primary competitive regional travel youth football and cheer provider for CITY during the period of August 1, 2024 to July 30, 2025. KTYFC shall have the primary right to use CITY's Athletics Facilities at 253 J B Dennis Bypass furthered described as the Tribe Athletic Complex (TAC) football field and field house, as assigned by CITY, during KTYFC regular fall recreational seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees. At any time the facilities are not being used by KTYFC, CITY may use the facilities for any other purpose.

Special Note: The KTYFC agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall prevent the CITY from utilizing CITY owned or operated facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility.

2. KTYFC shall be space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.
3. KTYFC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.
4. KTYFC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. KTYFC shall use appropriate judgment in insuring the safety of the participants.
5. CITY shall at all times have the right to inspect its Facilities being used by KTYFC and all KTYFC sponsored activities related to the use of such Facilities.

**If KTYFC should desire to use CITY facilities for additional special events or programs, KTYFC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.**

### **III. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at

## TAC.

- a. Perform general maintenance and repairs to the facilities.
  - b. Work with KTYFC on maintenance items that could improve operations.
  - c. Provide KTYFC with contact information for after-hour and everyday needs.
  - d. Determine all rental fees and rules for usage of facility.
  - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
  - f. Provide instructions and access for TAC Field lights at the football stadium for use during extended hours of need.
  - g. Establish policy for field lighting usage.
  - h. Provide for insurance on buildings.
  - i. Perform field maintenance and line fields as needed
  - j. Continue to pay the utilities for the 2024-2025 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and KTYFC.
2. Reserve the right to utilize the Facilities when KTYFC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.
  3. Assist KTYFC with distribution of information and refer interested parties to KTYFC when necessary.
  4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to KTYFC for any monetary damages.
  5. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of KTYFC as it relates to the Tribe Sports initiative.
  6. Work in good faith with KTYFC to schedule league games at J. Fred Johnson Stadium for no rental or utility cost. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

## IV. Obligations of KTYFC

KTYFC shall:

7. Provide the following information within 30 days of the effective date of this agreement:
  - a. Current by-laws for organization.
  - b. Proposed budget for upcoming year.
  - c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
  - d. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.
  - e. List of designated personnel who have facility keys & access.
  - f. Proposed Annual calendar including all events
8. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.
9. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
  - a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
  - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
  - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
10. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:
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  - b. Unexplained shortness of breath;
  - c. Chest Pains;
  - d. Dizziness;
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CITY of Kingsport has developed policies and procedures to ensure

compliance.

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  - (vii) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
  - (viii) Any other offenses in title 39, chapter 17, part 13 (weapons).

KTYFC shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

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  - b. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
  - c. Monitor and clean restroom facility and stock the restroom facilities supplies;
  - d. Adhere to City rules that pertain to field usage and provide input on overuse.

15. Furnish to the CITY a calendar of events within 30 days of the effective date of this agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the CITY within 30 days of the change.
16. Notify CITY's Risk Management Department (423) 229-9464) within 24 hours of any accident or injury which occurs at facility.
17. Sign a usage agreement annually with CITY.
18. Report any facility maintenance problems to CITY within 10 days of KTYFC's discovery of the problem.
13. Comply with any pouring or exclusivity rights the City has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
14. Maintain a minimum of 75% city residents and Kingsport City School (KCS) students as registered participants. Verification of residency percentages shall be made annually to CITY in the form of addresses. CITY and KTYFC will utilize annual data to determine future percentage goals. If this percentage is not met KTYFC must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season KTYFC will be assessed \$50 fee per child over 25% non- resident or KCS student.
15. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the facilities as necessary.
20. Conduct only KTYFC sanctioned and organized events and activities



under the terms of this usage agreement. Personal use of the facility by KTYFC members is outside the scope of this Agreement.

21. Indemnify and hold CITY harmless from any damage or loss to KTYFC equipment located at the facility.

22. Work in good faith with the CITY and KCS:

- a. To address concerns of CITY and or Kingsport City Schools as to the oversight, operation and performance of the league;
- b. To coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
- c. Implement feedback from Dobyys-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyys-Bennett.

23. Work in good faith with the City of Kingsport to promote the Tribe Sports initiative and provide and relevant data, resources, and support.

24. Shall have the Dobyys-Bennett Football head coach or designee as a voting member of the KTYFC board. KTYFC shall not change their bylaws to remove this position from their Board.

25. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.

26. Shall reimburse the CITY for any costs related to facility cleanliness if not done by KTYFC in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

## **V. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of KTYFC only and may not be assigned in whole or part by KTYFC to any other person or entity. Both parties understand that KTYFC use of the facility is nonexclusive.

## **VI. Insurance and Indemnification**

KTYFC shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering KTYFC program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for the all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. KTYFC shall provide the

CITY with certificate(s) of insurance upon execution of this agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.

KTYFC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of KTYFC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of KTYFC as set forth in this Agreement.

## **VII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of KTYFC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

**Kingsport tribe Youth Football and Cheer**

**City of Kingsport, Tennessee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Patrick W. Shull, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**Attest:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

\_\_\_\_\_  
**Rodney B. Rowlett, III, City Attorney**



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Renewal of the MOU with Camelot Care Centers for Behavioral Health and Counseling Services for Kingsport City Schools and Authorizing the Mayor to Execute All Applicable Documents**

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

Action Form No.: AF-194-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
The administration desires to enter into an agreement for the purpose of continuing current services provided by Camelot Care Centers. Camelot mental health professionals work with children, families of KCS Students, and School Staff to develop and implement treatment plans and provide services in accordance with the established treatment plans. Camelot will have eight counselors in the system in order to meet the needs of the students, while eliminating the disruption to the educational process by allowing counselors to meet with students at the school facility instead of offsite.

The agreement total will be \$144,000.00.

Funding for this agreement is contained in the following accounts:  
Schools General Purpose fund (\$36,000) 141-7250-773.03-99,  
Coordinated School Health fund CSH025 (\$18,000) 141-7250-772.03-99, and  
Safe Schools Grant fund SSA025 (\$90,000) 141-7250-773.03-99.

The Board of Education approved this motion on July 9, 2024.

**Attachments:**  
Resolution

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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into on this 17th day of July 2024, by and between the City of Kingsport for its Kingsport City School System ("School System") and Camelot Care Centers, Inc. ("Provider").

WHEREAS, School System recognizes that offering mental health and/or other counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

WHEREAS, Provider is a provider of children and adolescent behavioral health services and has the necessary qualifications, experience, and abilities to provide behavioral health services to students at the following locations: Dobyys-Bennett HS, Ross N. Robinson MS, John Sevier MS, D-B EXCEL, Cora Cox Academy, Andrew Jackson ES, Theodore Roosevelt ES, Abraham Lincoln ES, John F. Kennedy ES, George Washington ES, Thomas Jefferson ES, Andrew Johnson ES, and John Adams ES.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Children Served:** Provider will work with each school listed above to offer individual and group therapy services to eligible students and will respond to any crisis or behavioral issues that may arise at the school, upon request of the principal or principal's designee. Participating children must be determined eligible for services based on assessment by a Provider qualified mental health professional staff member. A parent or guardian must give written consent and must complete all necessary documentation for their child to participate in the program. Eligibility for services will be determined by Provider, based upon payers' eligibility criteria.
2. **Staffing:** Provider shall undertake all reasonable steps necessary to provide Eight (8) qualified mental health professionals who will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans. In the event Provider is unable to Provide the full contingent of Staff the compensation due provider shall be as set forth in Paragraph 9.
3. **Assessment of Eligibility:** Provider will provide all referred students with an appropriate assessment of eligibility to receive services in accordance with applicable payer guidelines, and in accordance with all applicable Federal, State and Provider guidelines. Provider will bill insurance, Medicaid or responsible parties for children who have Medicaid, private insurance or other means of payment. For uninsured children who are referred for services, Provider will provide services on a pro bono basis, as time and resources allow. If Provider is not able to provide pro bono services to all children in need of services, Provider will assist with making appropriate referrals for outpatient services with another organization.
4. **Service Goals:** Provider will provide services that meet the following goals:
  - a. Work with School administrative staff to identify children needing services.
  - b. Coordinate all activities through the Principal or designated staff member to effectively maintain a therapeutically sound clinical service.
  - c. Improve or maintain the child's level of functioning as associated with the targeted behaviors.
  - d. Provide quality, comprehensive and culturally competent services that are age appropriate to respond to the unique needs of each child.

5. Expectations for School:
  - a. Refer children who have been identified as needing services to Provider for assessment.
  - b. Provide appropriate workspace for Provider's staff during regular School business hours, including, but not limited to:
    - i. Private space for use during times when individual therapy or parent meetings are necessary;
    - ii. Private group meeting space for group therapy;
    - iii. Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
  - c. Provide access to and use of classroom materials for therapeutic activities.
  - d. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
  - e. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.
6. Expectations of Provider:
  - a. Provide clinically competent services within the dynamics of a school milieu.
  - b. Be accountable for its staff involved in the provision of services at School.
  - c. Provide all staff supplies and equipment needed for the provision of services at School.
  - d. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
  - e. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.
7. Duration of Agreement: This Agreement is for school year 2024-2025, starting August 2024 and ending June 2025. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.
8. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.
9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee not to exceed One Hundred Forty-Four Thousand Dollars and No Cents (\$144,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue two (2) invoices neither of which shall exceed Seventy-Two Thousand Dollars and No Cents (\$72,000.00) to the School System. One invoice issued in December 2024 and one in May 2025. In the event that Provider has less staff than mentioned in paragraph 2, the School System will pay \$18,000 per qualified mental health professional provided.
10. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.
11. Confidentiality of Records: Provider shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, et seq.; 34 CFR Part 99). Provider acknowledges that the requirements and terms set forth under FERPA are additional terms under this Agreement and,

therefore, fully incorporated herein and made a part hereof. Provider will adhere to requirements as established by School System policies and procedures and FERPA, as specified in 34 C.F.R. Part 99.30, for disclosure of "educational records."

12. Indemnification: Provider shall indemnify School System, its board members, officers, employees, or agents harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts, errors, or omissions committed or alleged to have been committed by Provider or its employees. Provider will defend and pay costs to indemnify and hold School System harmless from any and all demands, claims, suits, actions and legal proceedings, including allegations of negligence, brought against School System, its board members, officers, employees or agents arising out of alleged acts or omissions by Provider in the course of performing services pursuant to this Agreement.
13. Insurance: Provider will furnish to School System Certificates of Insurance, or certified copies of policies if so requested at any time, indicating that the following insurance coverages (underlined) have been obtained, which meet the minimum requirements as outlined below:

Professional Liability Insurance in the name of the Provider, pertinent to Provider's profession, including the employees as insureds, at an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance with respect to School System, its officers, officials, employees, and agents. Any insurance or self-insurance or other funding mechanism(s) maintained and/or carried by School System, its officers, officials, employees, or agents shall be excess of the Provider's insurance with no right of contribution. Policy or Policies shall provide crossclaim and severability of interest coverage for losses due to the negligence, omission, or other conduct of Provider.

Provider shall provide no less than thirty (30) days written notice to School System at the address listed in this Agreement prior to cancelling any insurance policy coverage required by this Agreement.

14. Notice: Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised in writing:

Notice to School System shall be sent to the following:

Jim Nash  
Chief Student Services Officer  
Kingsport City Schools  
400 Clinchfield Street, Suite 200  
Kingsport, TN 37660  
423-378-2169  
jnash@k12k.com

Notice to Provider shall be sent to the following:

Aaron Shankle, MA  
Director of Business Development  
Camelot Care Centers, Inc.  
2971 Fort Henry Drive  
Kingsport, TN 37664  
423-392-2975 Ext. 1010  
ashankle@camelotcare.com

15. **Governing Law:** This Agreement is made in the State of Tennessee and shall be governed and interpreted according to the laws of the State of Tennessee without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement, including, but not limited to, enforceability of this Agreement, to interpret any provision of this Agreement, or to remedy any breach of this Agreement, shall be brought in the state or federal court(s) of Sullivan County, Tennessee. No claim or cause of action described in this paragraph shall be pursued in any other state or federal jurisdiction.
16. **Independent Contractor:** Provider is, and shall be, in the provision of all services under this Agreement, an Independent Contractor, and not an employee, agent, or servant of School System. All persons engaged in any of the services performed pursuant to the Agreement shall at all times, and in all places, be subject to Provider's sole direction, supervision and control. Provider shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the Provider's relationship and the relationship of its employees to School System shall be that of an Independent Contractor and not as employees or agents of School System.
17. **General Compliance with Laws:** Provider certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Provider shall maintain all current certifications, licenses, and registrations relevant to providing services during the term of the Agreement.
18. **Severability:** If any provision of this Agreement is held to be unlawful, invalid or unenforceable, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
19. **Backgrounds Checks Required.** Provider will fully comply and require its employees and contractors to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining to required background checks for contractors who will have employees or subcontractors and employees that have direct contact with school children or a child care center or have access to the grounds of a school when children are present will have mandatory backgrounds checks as set out in the statute, and Provider has a duty to require such employee to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds. Provider agrees that no employer, or employee of the employer, including contractors of Provider, to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
  - (ii) Any offense in title 39, chapter 13; (Offenses Against Person)
  - (iii) §§ 39-14-301 and 39-14-302; (Arson; Aggravated Arson)



- (iv) §§ 39-14-401-39-14-404; (Definitions for burglary and related offenses; Burglary; Aggravated burglary; Especially Aggravated Burglary)
- (v) §§ 39-15-401 and 39-15-402; (Child abuse and child neglect or endangerment; Haley’s Law – Aggravated child abuse and aggravated child neglect or endangerment – Definitions)
- (vi) § 39-17-417; (Criminal offenses and penalties) pertains to controlled substances
- (vii) § 39-17-1320; (Providing handgun to juveniles – Penalties) or
- (viii) Any other offense in title 39, chapter 17, part 13. (Weapons)

Prior to Provider providing service to School System pursuant to this Memorandum of Understanding, Provider shall certify in writing to School System that all employees of Provider or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification under T.C.A. § 49-5-413(d).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Agreed and Accepted by:

PROVIDER:  
CAMELOT CARE CENTERS, INC.

SCHOOL SYSTEM:  
CITY OF KINGSPORT FOR ITS  
KINGSPORT CITY SCHOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Patrick W. Shull

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS, INC. FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, Kingsport City Schools currently receives services from Camelot Care Centers, Inc., for behavioral and consulting services provided to students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services provided by Camelot Care Center, Inc., shall not exceed \$144,000.00, and funding is available in account General Purpose Fund (\$36,000) Account# 141-7250-773.03-99, Safe Schools Grant Funds (\$90,000) Account# 141-7250-773.03-99 SSA025, and Coordinated School Health Program (\$18,000) Account# 141-7250-772.03-99 CSH025; and

WHEREAS, the Board of Education approved the MOU on July 9, 2024.

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Camelot Care Centers, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, a memorandum of understanding with Camelot Care Centers, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the memorandum of understanding being as follows:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into on this 17th day of July 2024, by and between the City of Kingsport for its Kingsport City School System ("School System") and Camelot Care Centers, Inc. ("Provider").

WHEREAS, School System recognizes that offering mental health and/or other counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

WHEREAS, Provider is a provider of children and adolescent behavioral health services and has the necessary qualifications, experience, and abilities to provide behavioral health services to students at the following locations: Dobyns-Bennett HS, Ross N. Robinson MS, John Sevier MS, D-B EXCEL, Cora Cox Academy, Andrew Jackson ES, Theodore Roosevelt ES, Abraham Lincoln ES, John F. Kennedy ES, George Washington ES, Thomas Jefferson ES, Andrew Johnson ES, and John Adams ES.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Children Served: Provider will work with each school listed above to offer individual and group therapy services to eligible students and will respond to any crisis or behavioral issues that may

- arise at the school, upon request of the principal or principal's designee. Participating children must be determined eligible for services based on assessment by a Provider qualified mental health professional staff member. A parent or guardian must give written consent and must complete all necessary documentation for their child to participate in the program. Eligibility for services will be determined by Provider, based upon payers' eligibility criteria.
2. Staffing: Provider shall undertake all reasonable steps necessary to provide Eight (8) qualified mental health professionals who will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans. In the event Provider is unable to Provide the full contingent of Staff the compensation due provider shall be as set forth in Paragraph 9.
  3. Assessment of Eligibility: Provider will provide all referred students with an appropriate assessment of eligibility to receive services in accordance with applicable payer guidelines, and in accordance with all applicable Federal, State and Provider guidelines. Provider will bill insurance, Medicaid or responsible parties for children who have Medicaid, private insurance or other means of payment. For uninsured children who are referred for services, Provider will provide services on a pro bono basis, as time and resources allow. If Provider is not able to provide pro bono services to all children in need of services, Provider will assist with making appropriate referrals for outpatient services with another organization.
  4. Service Goals: Provider will provide services that meet the following goals:
    - a. Work with School administrative staff to identify children needing services.
    - b. Coordinate all activities through the Principal or designated staff member to effectively maintain a therapeutically sound clinical service.
    - c. Improve or maintain the child's level of functioning as associated with the targeted behaviors.
    - d. Provide quality, comprehensive and culturally competent services that are age appropriate to respond to the unique needs of each child.
  5. Expectations for School:
    - a. Refer children who have been identified as needing services to Provider for assessment.
    - b. Provide appropriate workspace for Provider's staff during regular School business hours, including, but not limited to:
      - i. Private space for use during times when individual therapy or parent meetings are necessary;
      - ii. Private group meeting space for group therapy;
      - iii. Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
    - c. Provide access to and use of classroom materials for therapeutic activities.
    - d. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
    - e. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.
  6. Expectations of Provider:
    - a. Provide clinically competent services within the dynamics of a school milieu.
    - b. Be accountable for its staff involved in the provision of services at School.
    - c. Provide all staff supplies and equipment needed for the provision of services at School.
    - d. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
    - e. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.
  7. Duration of Agreement: This Agreement is for school year 2024-2025, starting August 2024 and ending June 2025. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.
  8. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.
  9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee not to exceed One Hundred Forty-Four Thousand Dollars and No Cents (\$144,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue two (2) invoices neither of which shall exceed Seventy-Two Thousand Dollars and No Cents (\$72,000.00) to the School System. One invoice issued in December 2024 and one in May 2025. In the event that

Provider has less staff than mentioned in paragraph 2, the School System will pay \$18,000 per qualified mental health professional provided.

10. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.
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12. Indemnification: Provider shall indemnify School System, its board members, officers, employees, or agents harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts, errors, or omissions committed or alleged to have been committed by Provider or its employees. Provider will defend and pay costs to indemnify and hold School System harmless from any and all demands, claims, suits, actions and legal proceedings, including allegations of negligence, brought against School System, its board members, officers, employees or agents arising out of alleged acts or omissions by Provider in the course of performing services pursuant to this Agreement.
13. Insurance: Provider will furnish to School System Certificates of Insurance, or certified copies of policies if so requested at any time, indicating that the following insurance coverages (underlined) have been obtained, which meet the minimum requirements as outlined below:  
Professional Liability Insurance in the name of the Provider, pertinent to Provider's profession, including the employees as insureds, at an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.  
For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance with respect to School System, its officers, officials, employees, and agents. Any insurance or self-insurance or other funding mechanism(s) maintained and/or carried by School System, its officers, officials, employees, or agents shall be excess of the Provider's insurance with no right of contribution. Policy or Policies shall provide crossclaim and severability of interest coverage for losses due to the negligence, omission, or other conduct of Provider.  
Provider shall provide no less than thirty (30) days written notice to School System at the address listed in this Agreement prior to cancelling any insurance policy coverage required by this Agreement.
14. Notice: Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised in writing:  
Notice to School System shall be sent to the following:  
Jim Nash  
Chief Student Services Officer  
Kingsport City Schools  
400 Clinchfield Street, Suite 200  
Kingsport, TN 37660  
423-378-2169  
jnash@k12k.com  
Notice to Provider shall be sent to the following:  
Aaron Shankle, MA  
Director of Business Development  
Camelot Care Centers, Inc.  
2971 Fort Henry Drive  
Kingsport, TN 37664  
423-392-2975 Ext. 1010  
ashankle@camelotcare.com
15. Governing Law: This Agreement is made in the State of Tennessee and shall be governed and interpreted according to the laws of the State of Tennessee without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement, including, but not limited to, enforceability of this Agreement, to interpret any provision of this Agreement, or to remedy any breach of this Agreement, shall be brought in the

state or federal court(s) of Sullivan County, Tennessee. No claim or cause of action described in this paragraph shall be pursued in any other state or federal jurisdiction.

16. Independent Contractor: Provider is, and shall be, in the provision of all services under this Agreement, an Independent Contractor, and not an employee, agent, or servant of School System. All persons engaged in any of the services performed pursuant to the Agreement shall at all times, and in all places, be subject to Provider's sole direction, supervision and control. Provider shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the Provider's relationship and the relationship of its employees to School System shall be that of an Independent Contractor and not as employees or agents of School System.
17. General Compliance with Laws: Provider certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Provider shall maintain all current certifications, licenses, and registrations relevant to providing services during the term of the Agreement.
18. Severability: If any provision of this Agreement is held to be unlawful, invalid or unenforceable, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
19. Backgrounds Checks Required. Provider will fully comply and require its employees and contractors to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining to required background checks for contractors who will have employees or subcontractors and employees that have direct contact with school children or a child care center or have access to the grounds of a school when children are present will have mandatory backgrounds checks as set out in the statute, and Provider has a duty to require such employee to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds. Provider agrees that no employer, or employee of the employer, including contractors of Provider, to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
  - (ii) Any offense in title 39, chapter 13; (Offenses Against Person)
  - (iii) §§ 39-14-301 and 39-14-302; (Arson; Aggravated Arson)
  - (iv) §§ 39-14-401-39-14-404; (Definitions for burglary and related offenses; Burglary; Aggravated burglary; Especially Aggravated Burglary)
  - (iv) §§ 39-15-401 and 39-15-402; (Child abuse and child neglect or endangerment; Haley's Law – Aggravated child abuse and aggravated child neglect or endangerment – Definitions)
  - (v) § 39-17-417; (Criminal offenses and penalties) pertains to controlled substances
  - (vi) § 39-17-1320; (Providing handgun to juveniles – Penalties) or
  - (vii) Any other offense in title 39, chapter 17, part 13. (Weapons)

Prior to Provider providing service to School System pursuant to this Memorandum of Understanding, Provider shall certify in writing to School System that all employees of Provider or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification under T.C.A. § 49-5-413(d).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date 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 16th day of July, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution for the FTAAAD Annual Senior Center Grant**

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

Action Form No.: AF-195-2024  
Work Session: July 15<sup>th</sup>, 2024  
First Reading: N/A  
Final Adoption: July 16<sup>th</sup>, 2024  
Staff Work By: Shirley Buchanan  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved the City will accept the Annual Senior Center Grant funds from the First Tennessee Development District’s Area Agency on Aging (FTAAAD).

FTAAAD serves as a pass through for funding from the TN Department of Disability and Aging for Senior Center funding. This funding is used for operations funding for the Kingsport Senior Center (KSC). This is federal and state pass through funding.

The City of Kingsport was approved for FY25 in the amount of \$29,780. The grant funds are broken down as follows: \$17,780 for State Senior Center, \$12,000 for Federal Transportation.

Ten percent matching funds are required for each line item. These matching funds are provided in the KSC operating budget.

**Attachments:**  
1. Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE AND RECEIVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2025

WHEREAS, the First Tennessee Development District's Area Agency on Aging serves as a pass through entity for funding from the Tennessee Commission on Aging and Disability for the Kingsport Senior Center; and

WHEREAS, this funding provides operational funds for the Kingsport Senior Center; and

WHEREAS, for the fiscal year of 2025 the City of Kingsport was approved for a grant in the amount of \$29,780.00, which consists of funding in the amount of \$17,780.00 for the Kingsport Senior Center and \$12,000.00 in funding from the federal government for transportation for the Senior Citizens Center; and

WHEREAS, ten percent (10%) matching funds are required for each line item; and

WHEREAS, matching funds are provided in the Kingsport Senior Center operating budget.

Now therefore,

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

SECTION I. That the pass through funding from the First Tennessee Development District from the Tennessee Commission on Aging and Disability in the amount of \$29,780.00, requiring ten percent matching funds, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a grant contract and all documents necessary and proper to apply for and receive grant funds from the First Tennessee Development District's Area Agency on Aging in the amount of \$17,780.00, for operational funds for the Kingsport Senior Center, and \$12,000.00 for transportation for the Senior Citizens Center, all requiring ten percent matching funds, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

*GRANT CONTRACT BETWEEN*  
**FIRST TENNESSEE DEVELOPMENT DISTRICT, AREA AGENCY ON AGING AND DISABILITY**  
**AND**  
**City of Kingsport, TN - Kingsport Senior Center**

This grant contract ("Grant Contract"), by and between the **First Tennessee Development District, Area Agency on Aging and Disability (FTAAAD)**, hereinafter referred to as the "Agency" and Grantee **CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER**, hereinafter referred to as the "Grantee," "Senior Center," or "Service Provider," is for the provision of federally funded Older Americans Act and State Options services to individuals who are elderly and/or individuals with disabilities , as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."



The Grantee is a Unit of Local Government.

**A. SCOPE OF SERVICES AND DELIVERABLES:**

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

A.2. This Grant Contract is a reimbursement grant for a maximum dollar amount based upon an approved budget. A reimbursement grant provides funding to the Grantee after expenses have been incurred. The Grantee is expected to have the capabilities to fund activities pursuant to this Grant Contract upfront, and submit reimbursement request\$ the month following the expenditures for which reimbursement is requested. Grantees must follow state and federal guidance on allowable expenses and certain procedures to obtain the reimbursement pursuant to this Grant Contract. Reimbursements are provided after the Grantee submits sufficient documentation, as requested by the Agency, to verify expenses incurred. Requests for reimbursement shall be submitted by the Grantee no later than the 10<sup>th</sup> of each month, and will reflect expenses incurred the prior month. The format for submissions shall be in the format specified by the Agency, as may be amended from time to time.

A.3 In the event of conflict between or among this Grant Contract, State Unit on Aging (SUA) policy, and/or the Agency's Updated Area Plan, this Grant Contract controls.

**A.4. Senior Center Scope of Services**

1. The purpose of the Senior Center shall be to facilitate the social, emotional, and physical well-being of adults age 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.

2. The Senior Center shall comply with the administrative, program, and fiscal requirements contained in all applicable SUA policies, procedures, and Program Instructions, as well as any relevant federal and state laws, regulations, and rules.

3. If the Senior Center is a chartered not-for-profit corporation, the Senior Center must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Senior Center and the Senior Center's policy and procedures, programs, and services. The bylaws shall include the roles and responsibilities of the governing entity, Senior Center director, staff, participants, and fiscal integrity and responsibilities. Senior Centers chartered by the State of Tennessee shall maintain current registration with the Secretary of State and maintain 501(c)(3) status. Senior Centers that fail to maintain 501(c)(3) status for more than one year, without waiver by the Executive Director of the SUA, will be ineligible to receive funds in the following year. A Senior Center which is part of a city or county government must operate in accordance with policy and procedures of the city or county government. Governmental agencies must be created by statute, resolution, or ordinance. If the Senior Center receives funding from the SUA and is a part of city or county government, the city or county government must have policies and procedures that address the administrative and fiscal policies that govern the operation and management of the Senior Center.

4. If the Senior Center receives funding from the SUA and is independently operated, the operator of the Senior Center must have documented policies and procedures addressing the aforementioned administrative and fiscal policies that govern the operation and management of the Senior Center.

a. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability

b. Fiscal Policies and Procedures: The written fiscal policies and procedures must include procedures for:

1. Developing and approving the budget;
  2. Handling cash and providing receipts;
  3. Check writing and disbursements;
  4. Purchasing;
  5. Petty cash disbursement and replenishment;
  6. Bank reconciliation;
  7. Program income; and
  8. Voluntary Contribution.
- c. A facility that is accessible and barrier-free for people with disabilities

5. The Senior Center shall post the following:

- a. Participant Grievance Procedure;
- b. Title VI Civil Rights Notice;
- c. Public Accountability Poster (800# TN Comptroller's Office);
- d. Emergency telephone numbers ;
- e. Location of First Aid Kits, extinguishers and other supplies; and
- f. Monthly Calendar of Events.

6. The Senior Center shall record participant information using the questions on the Participant Registration Form located in the State Unit on Aging (SUA) approved database.
7. The Senior Center shall submit program data and financial reports to the AAAD at least quarterly by the 10<sup>th</sup> day of the month following the quarter.
8. The Senior Center shall retain records for five (5) years plus the current year.
9. The Senior Center shall submit an annual report to the AAAD by August 1<sup>st</sup> of each year.
10. The Senior Center must administer a Satisfaction Survey and the results must be submitted to the AAAD annually.
11. The Senior Center must provide one (1) or more of these services. These services are: health education, education/training, health screening, physical fitness/exercise, recreation, and telephone reassurance.

A.5. Transportation Scope of Services

1. The purpose of the transportation service is to provide a means of transportation for persons aged 60 and older who require help in going from one location to another, using a service provider vehicle. Transportation resources are needed to meet activities of daily living, including but not limited to, shopping for groceries and other needs, medical and other health care related appointments, pharmacies, meal sites, and socialization.
2. (The service provider) shall comply with the program guidelines contained in all applicable SUA policies, procedures, and Program Instructions, as well as any relevant federal and state laws, rules and regulations.
3. (The service provider) shall establish trip priorities such as medical appointments and nutrition sites in the event all participants requesting service cannot be served.
4. (The service provider) must strictly enforce the Tennessee seat belt law.
5. Drivers must be in compliance with state governing law, statutes, policies, and regulations.
6. In addition to general training requirements, drivers must be provided with at least one annual in- service training as specified in a written training plan which must include these topics:
  - a. Medical emergencies: CPR, first aid, accident procedures;
  - b. Passenger relations;
  - c. Passenger assistance;
  - d. Special skills or knowledge for transporting special populations, such as dialysis patients;
 and,
  - e. Operation of special equipment such as wheelchair lifts or ramps.
7. A regular vehicle maintenance program which includes maintenance of safety equipment must be followed and documented.
8. An accident review process which includes documentation of action taken and final conclusion must be established and followed.
9. Participant information must be maintained at the dispatch sites which include:
  - a. General information regarding participant, including directions to the home, if necessary;
  - b. Special limitations or handicap as defined by Section 504 of the Rehabilitation Act of 1973;
 and,
  - c. Emergency information.
10. Transportation program vehicles are not to be used in lieu of emergency medical transportation.
11. Participant information, using the questions on the Participant Registration Form, shall be recorded in the State Unit on Aging (SUA) approved database.
12. (The service provider) shall submit program data, program reports, and financial reports to the AAAD at least quarterly on or before the 10<sup>th</sup> day of the month following the quarter.
13. (The service provider) shall retain records for five (5) years plus the current year.
14. (The service provider) shall submit an annual report to the AAAD by August 1<sup>st</sup> of each year.
15. (The service provider) shall provide the services marked in the following categories, reaching a minimum of participants/units listed:

X	Service	Unduplicated Number of Participants	Units of Service
X	<b>Transportation</b> (One Way Trip)-- -Provision of transportation for a person who requires help in going from one location to another using a vehicle. Does not include any other activity	350	3,000

16. (The service provider) geographic service area and days/hours of service are as follows:

Geographic Area Covered	Days/Hours of Service	Holiday Closing Schedule
Kingsport, TN area	Monday - Friday Regular Senior Center Operating Hours	State Holiday Schedule

17. Participants of the transportation service shall not be charged a fee, but provided an opportunity to make a contribution for service.

18. Title III-B funds will be used to provide the transportation funding. There is a required ten percent (10%) local match for all Title 111-B funds.

**B. TERM OF CONTRACT:**

B.1 This Grant Contract shall be effective for the period beginning on **7/1/2024** ("Effective Date") and ending on **6/30/2025**, ("Term"). The Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. This grant contract may be renewed upon satisfactory completion of the Term. The Grantee reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the Grantee, at the Grantee's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of forty-eight (48) months.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed **Twenty-Nine Thousand Seven Hundred and Eighty Dollars (\$29,780.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the Agency by the 10th of the month, and, if a separate final invoice is going to be submitted, the Grantee shall submit an estimated final invoice by the 10th of the month following the expiration of the contract, with all necessary supporting documentation, and present such to:

FTAAAD, 3211 N. Roan Street, Johnson City, TN 37601 or emailed to Jayne Morrell at [imorrell@ftaad.org](mailto:imorrell@ftaad.org).

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the Agency).
- (5) Grantor: FTAAAD
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period- it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
    - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
    - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
    - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the Agency in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ten (10) days of the Grant Contract end date, in form and substance acceptable to the Agency.
  - a. If total disbursements by the Agency pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The Agency shall not be responsible for the payment of any invoice submitted to the Agency after the grant disbursement reconciliation report. The Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Agency, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Agency as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Agency pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget.

Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Agency, and subject to the availability of funds the Agency agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the Agency shall not prejudice the Agency's right to object to or question any reimbursement, invoice, or related matter. A payment by the Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any



person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

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

The Agency:

Michael Harrison, Executive Director

First Tennessee Development District, Area Agency on Aging and Disability 3211 N. Roan Street, Johnson City, TN 37601

mharrison@ftdd.org Telephone# 423-928-0224

FAX# 423-928-5209

The Grantee:

Pat Schull, Mayor

CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER

415 Broad Street

Kingsport, TN 37660

Telephone# 423-392-8403

Fax# 423-224-2488

For Senior Center, Nutrition Services, Office on Aging and Family Caregiver Contact:

Shirley Buchanan, Senior Center Director, [shirleyabuchanan@kingsporttn.gov](mailto:shirleyabuchanan@kingsporttn.gov).

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

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

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

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

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

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

b. The Grantee warrants that it will cooperate with the Agency, including cooperation and coordination with Agency privacy officials and other compliance officers required by the Privacy

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

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

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

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

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

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

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

D.14. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

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

D.15. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Agency, the State Unit on Aging, the Comptroller of the Treasury, or their duly appointed representatives.

D.16. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Agency as requested.

D.17. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor Agency's website or as an attachment to the Grant Contract.

Currently the Annual and Final Report for all First Tennessee Development District, Area Agency on Aging and Disability (FTAAAD) sub-contracting agencies is prepared and submitted by FTAAAD.

D.18. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.19. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317-200.327 when procuring property and services under a federal award.

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

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

D.20. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.21. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.22. **Limitation of Agency's Liability.** The Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Agency be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The Agency's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.23. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either



party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Agency within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the Agency may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.24. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 - 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.25. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.26. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.27. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

D.28. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the Agency or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.29. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.30. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.33. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the Agency or acquired by the Grantee on behalf of the Agency that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the Agency or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

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

E.1. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

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

and shall destroy all records of such PII.

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

E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the Agency. The Grantee shall immediately notify the Agency in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F.R. § 60-1.4 as that section is amended from time to time during the term.

[Acknowledgements Deleted for Inclusion in this Resolution]

*HIPAA BUSINESS ASSOCIATE AGREEMENT  
ATTACHMENT B*

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **First Tennessee Development District Area Agency on Aging and Disability** (hereinafter "Covered Entity") and **CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

*BACKGROUND*

Covered Entity acknowledges that it is subject to the Privacy Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

Business Associate provides services or goods to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts".

*PROFESSIONAL SERVICES CONTRACT*

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.7 below), or other confidential information. Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and E, which require Covered Entity to have a written contract with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information and/or other confidential data" and, therefore, make this Agreement.

1. *DEFINITIONS*

1.1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

1.2. "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.3. "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(9).

1.5. "Privacy Officer" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.6. "Privacy Rule" shall mean the Standards for Privacy for Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business

Associate from or on behalf of Covered Entity.

1.8. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

## 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1. Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information or confidential information other than as permitted or required by this Agreement, Service Contracts, or as Required By Law. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.

2.2. Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information or confidential information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information or confidential information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.

2.3. Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information or confidential information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information or confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or confidential information by Business Associate in violation of the requirements of this Agreement.

2.5. Business Associate agrees to require its employees, agents, and subcontractors to immediately report to Business Associate, any use or disclosure of Protected Health Information or confidential information in violation of this Agreement and to report to Covered Entity any use or disclosure of the Protected Health Information or confidential information not provided for by this Agreement.

2.6. If Business Associate receives Protected Health Information or confidential information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information or confidential information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information.

2.7. If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR §

164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to make an amendment.

2.8. Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information or confidential information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.9. Business Associate agrees to document disclosures of Protected Health Information or confidential information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.

2.10. Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis

for such disclosure.

2.11. Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information or confidential information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.11.1. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.11.2. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.11.3. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.

2.12. Business Associate agrees to adequately and properly maintain all Protected Health Information or confidential information received from, or created or received on behalf of, Covered Entity and to document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate by the Covered Entity.

2.13. If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information or confidential information, and the Protected Health Information or confidential information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information or confidential information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.14. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

### 3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information or confidential information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

3.3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information or confidential information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information or confidential information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality of Protected Health Information or confidential information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality of the Protected Health Information or confidential information is breached.

3.4. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information or confidential information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(I)(B).

### 4. OBLIGATIONS OF COVERED ENTITY

4.1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

4.2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information or confidential information, if such changes affect Business Associate's permitted or required uses.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information or confidential information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

5. PERMISSIBLE REQUESTS BY COVERED ENTITY

5.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information or confidential information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. TERM AND TERMINATION

6.1. Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information or confidential information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 6.3. below shall apply.

6.2. Termination for Cause.

6.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy Rule or this Agreement.

6.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate,

6.2.2.1. Covered Entity shall, whenever practicable, provide a reasonable opportunity for Business Associate to cure the breach or end the violation.

6.2.2.2. If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and Service Contracts.

6.2.2.3. If neither cure nor termination are feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

6.3. Effect of Termination.

6.3.1. Except as provided in Section 6.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information or confidential information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information or confidential information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information or confidential information.

6.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information or confidential information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information or confidential information is unfeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information or confidential information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information or confidential information.

7. MISCELLANEOUS

7.1. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

7.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy Rule, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

7.3. Survival. The respective rights and obligations of Business Associate under Section 6.3. of this Agreement shall survive the termination of this Agreement.

7.4. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy Rule.

7.5. Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

**Michael Harrison, FTDD Executive First Tennessee Development District  
Area Agency on Aging and Disability Director**

**3211 North Roan Street Johnson City TN 37601 Telephone: 423-928-0224**

**Fax: 423-928-5209**

**BUSINESS ASSOCIATE:**

**Pat Schull, Mayor**

**CITY OF KINGSPORT, TN - KINGSPORT SENIOR CENTER**

**415 Broad Street**

**Kingsport, TN 37660**

**Telephone# 423-357-5387**

**Fax# 423-224-2488**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

7.6. Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

7.7. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

7.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

7.9. Compensation. There shall be **no** remuneration for performance under this Business Associate Agreement except as specifically provided by, in, and through, contractual relationships referenced herein.

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

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

ADOPTED this the 16th day of July, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY





**AGENDA ACTION FORM**

**Consideration of a Resolution Approving a Site Agreement with First Tennessee Human Resource Agency for the Nutrition Meal Site**

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

Action Form No.: AF-197-2024  
Work Session: July 15, 2024  
First Reading: N/A  
Final Adoption: July 16, 2024  
Staff Work By: Shirley Buchanan  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
If approved the city will enter into an agreement with the First Tennessee Human Resource Agency (FTHRA) to serve as a site for a Nutrition Meal Site Program.

FTHRA has historically provided this program at the Kingsport Senior Center (KSC). This program provides congregate meals as well as home delivered meals through Meals on Wheels. In FY23 Meals on Wheels delivered 14,181 meals throughout Kingsport from KSC. The congregate meal total for FY23 was 5,694 meals. These meals were served at lunchtime in the KSC cafeteria. This site agreement is a continuation of providing the space in the Kingsport Senior Center for that program to continue.

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

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A SITE AGREEMENT WITH THE  
FIRST TENNESSEE HUMAN RESOURCE AGENCY FOR USE  
OF SPACE FOR THE NUTRITION MEAL SITE PROGRAM AT  
THE KINGSPORT SENIOR CENTER

WHEREAS, First Tennessee Human Resource Agency (FTHRA) has asked to utilize space at the Kingsport Senior Center for their Nutrition Meal Site Program (Program); and

WHEREAS, FTHRA has provided the Program at the Kingsport Senior Center for many years, wherein congregate meals as well as home-delivered meals were provided; and

WHEREAS, this Site Agreement is a continuation of providing the space in the Kingsport Senior Center for that Program to continue.

Now therefore,

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

SECTION I. That a Site Agreement with First Tennessee Human Resource Agency for use of space at the Kingsport Senior Center is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Site Agreement with First Tennessee Human Resource Agency for use of space at the Kingsport Senior Center 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:

**First Tennessee Human Resource Agency**  
**Meals on Wheels Northeast Tennessee**  
**704 Rolling Hills Drive**  
**Johnson City, TN 37604**  
**423.461.8217**  
**Site Agreement**

This Agreement made and entered into between the First Tennessee Human Resource Agency, hereinafter referred to as Agency; and Senior Center listed below, hereinafter referred to as "Agent." The Agent presently owns/occupies or has use of buildings designated and known as **Kingsport Senior Center** and/or Nutrition Program Meal Site, which houses the Agency's Nutrition Program Meal Site.

**THEREFORE**, in consideration of the Agency providing the Nutrition Program for the Elderly and Disabled, the Agent does hereby agree to provide space for the Agency's Nutrition Meal Site as follows:

**THE AGENT**

Will provide and be responsible for all buildings and equipment, including Health, Utilities, Fire and Safety Code compliance, liability and property insurance, as deemed appropriate, including the Nutrition Meal Site equipment whether owned or provided by agency necessary for operations of the program.

**THE AGENCY**

Will be responsible for ensuring the Nutrition Program for the Elderly and Disabled is compliant with all appropriate regulations; and for the maintenance and upkeep of the Nutrition Meal Site, including all equipment, wherever/whenever located under the Agency's inventory.

This Agreement is to be on the continuing basis subject to negotiated changes between the parties or a 60-day written notice of cancellation by either party.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such 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 16th of July, 2024.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



FIRST TENNESSEE HUMAN RESOURCE AGENCY

704 Rolling Hills Drive
Johnson City, TN 37604
423-461-8200 Fax 423-461-8228



SITE AGREEMENT

This Agreement made and entered into between the First Tennessee Human Resource Agency, hereinafter referred to as "Agency" and the Senior Center listed below, hereinafter referred to as "Agent".

The Agent presently owns/occupies or has use of buildings designated and known as Kingsport Senior Center Center and/or Nutrition Program Meal Site, which houses the Agency's Nutrition Program Meal Site.

THEREFORE, in consideration of the Agency providing the Nutrition Program for the Elderly and Disabled, the Agent does hereby agree to provide space for the Agency's Nutrition Meal Site as follows:

THE AGENT:

Will provide and be responsible for all buildings and equipment, including Health, Utilities, Fire and Safety Code compliance, liability and property insurance, as deemed appropriate, including the Nutrition Meal Site equipment whether owned or provided by agency necessary for operations of the program.

THE AGENCY:

Will be responsible for ensuring the Nutrition Program for the Elderly and Disabled is compliant with all appropriate regulations and for the maintenance and upkeep of the Nutrition Meal Site, including aa equipment, wherever/whenever located under the Agency's inventory.

This Agreement is to be on the continuing basis subject to negotiated changes between the parties or a 60-day written notice of cancellation by either party.

WITNESS our hands the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Agent: (Senior Center)

BY: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

Agency:

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Jason Cody, Executive Director