BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, July 21, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder
Jerry DeBerry, Fire Chief
Adrienne Batara, Public Relations Director
Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Jason Bellamy, Police Chief
Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Paul Becker, Emeritus Pastor, Concordia Lutheran Church

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

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. Due to electronic participation, the time allocated for those who are participating electronically to speak

may be limited to fifteen minutes and with a possible limit of fifteen minutes for those appearing in person to speak. A total of thirty minutes is allocated for public comment.

VII. APPROVAL OF MINUTES

1. June 15, 2026 - Work Session

2. June 16, 2026 - Business Meeting

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

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

1. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 094 Parcel 17.00, Located along Airport Parkway from the MX, Mixed-Use District to M-2, General Manufacturing District (AF-220-2026) (Ken Weems)

2. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 046G, Group A, Parcel 21.00, Located along Gibson Mill Road from the R-1B, Residential District to R-3, Low Density Apartment District (AF-231-2026) (Jessica McMurray)

3. Consideration of an Ordinance to Increase Court Cost by Amending Section 30-29 of the Municipal Code and to Remove Court Costs from the Fee Resolution (AF-224-2026) (Travis Bishop)

4. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-218-2026) (Chris McCartt)

5. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-223-2026) (Chris McCartt)

6. Consideration of an Ordinance to Amend the FY 2027 School General Purpose Fund Budget and the General Project Fund Budget (AF-207-2026) (David Frye)

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-192-2026) (Chris McCartt)

X. OTHER BUSINESS

1. Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF-219-2026) (Ryan McReynolds)

2. 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-198-2026) (Ryan McReynolds)

3. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 TDOT Capital Grant Matching Contract for One Transit Vehicle Replacement in the KATS Fleet (AF-151-2026) (Candace Sherer)

4. Consideration of a Resolution to Award the Bid to KZ Construction, Inc. for the Bancroft Chapel Rd Sanitary Sewer Extension Project (AF-200-2026) (Ryan McReynolds)

5. Consideration of a Resolution to Abandon Sanitary Sewer Easements along Riverbend Dr to Support Construction of The Arbor II Development (AF-191-2026) (Ryan McReynolds)

6. Consideration of a Resolution Renewing the Award of the Bid for School Crossing Guard Services & Authorizing the Mayor to Sign All Applicable Documents (AF-202-2026) (Chief Bellamy)

7. Consideration of a Resolution Authorizing the Issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2026 in an Amount not to Exceed $2,545,000 (AF-232-2026) (Travis Bishop)

8. Consideration of a Resolution Authorizing the Mayor to Execute An Agreement with Thompson & Litton for Phase 3 of the Architectural and Engineering Services for the New Elementary School in Lynn Garden (AF-213-2026) (David Frye)

9. Consideration of a Resolution to Authorize the City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2015 (AF-196-2026) (Travis Bishop)

10. Consideration of a Resolution Authorizing the Mayor to Sign the Agreement with Colorado Timing, for Timing, Scoring, and Video Display Equipment for the City of Kingsport, Kingsport Aquatic Center (AF-91-2026) (Michael Borders)

11. Consideration of a Resolution to Accept Changes to the FTA Substance Abuse Policy to Comply with Regulations of the Federal Transit Authority (AF-178-2026) (Bart Rowlett)

XI. 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 Addendum 13 of the Substitute Staffing Services Agreement with ESS South Central LLC for Kingsport City Schools (AF-211-2026) (David Frye)

2. Consideration of a Resolution to Approve a Memorandum of Understanding with the U.S. Marshals Service for the Kingsport Police Department to Designate Sworn Task Force Officers (TFO) (AF-214-2026) (Chief Bellamy)

3. 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 2027 (AF-212-2026) (Chief Bellamy)

4. Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete a Memorandum of Understanding (MOU) with Kingsport City Schools and Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2027 (AF-208-2026) (Chief Bellamy)

5. Consideration of a Resolution Accepting a Donation from Ballad Health for a Reset Room at Various School Locations (AF-228-2026) (David Frye)

6. Consideration of a Resolution Authorizing the Mayor to Execute the Renewal of a Memorandum of Understanding with Clarvida for Counseling Services for Kingsport City Schools (AF-203-2026) (David Frye)

7. Consideration of a Resolution Authorizing the Mayor to Execute a Renewal Agreement with Frontier Health for Counseling Services at Kingsport City Schools (AF-204-2026) (David Frye)

8. Consideration of a Resolution Authorizing the Mayor to Execute a Contract with SchoolKit for the Purchase of Year Two Literacy Implementation Support for Kingsport City Schools (AF-206-2026) (David Frye)

9. Consideration of a Resolution Authorizing East Tennessee State University to Provide Educational Services at the Kingsport Center for Higher Education (AF-215-2026) (Jessica Harmon)

10. Consideration to Approve Offer for Right-of-Ways and Easements for the Jack White Drive/Eastman Road Intersection Improvement Project (AF-205-2026) (Michael Thompson)

11. Consideration of a Resolution Authorizing the Mayor to Execute an Amended and Restated Purchase Agreement with Solution Tree for Professional Development for Kingsport City Schools (AF-210-2026) (David Frye)

12. Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone (AF-221-2026) (Ken Weems)

13. Consideration of a Resolution Rejecting the Bid for City Owned Surplus Real Property Located at 526 Sequoyah Drive, Tax Map 046H, Group C, Parcel 003.00 (AF-184-2026) (Travis Bishop)

14. Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Kingsport Tribe Youth Football and Cheer (AF-225-2026) (Michael T. Borders)

15. Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with the Tribe Baseball Club of Kingsport for the Use of Athletics Facilities (AF-226-2026) (Michael T. Borders)

16. Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Appalachian Highlands United Soccer Club (AF-227-2026) (Michael T. Borders)

17. Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives (AF-216-2026) (Michael Borders)

18. Consideration of a Resolution to Close the Public Library Commission Fund (AF-234-2026) (Travis Bishop)

19. Consideration of a Resolution to Renew the City's Policy of Liability Coverage with Public Entity Partners (AF-217-2026) (Bart Rowlett)

20. Consideration to Reappoint Chris McCartt to the Tri-Cities Airport Authority (AF-230-2026) (Mayor Montgomery)

21. Consideration to Appoint Samantha Johnson to the Kingsport Public Library Commission (AF-233-2026) (Mayor Montgomery)

XII. COMMUNICATIONS

1. City Manager

2. Mayor and Board Members

XIII. ADJOURN

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 15, 2026 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

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

II. ROLL CALL by City Recorder/CFO Travis Bishop.

III. DISCUSSION ITEMS

1. **Fire Station 2 Rebuild** - Chief DeBerry

   Clinton Roberts with Cain Rash West Architects gave a design presentation on the new Fire Station 2, outlining the history of the project as well as the factors that influence the needs today. He provided details on the restructuring of the previous plans that will consolidate the previous multi-phase project into one phase that will save one million dollars. Mr. Roberts highlighted the key functional areas in the new proposed design. There was some discussion as he and Fire Chief DeBerry answered questions from the board.

2. **KHRA Update** - Greg Perdue

   Mr. Purdue introduced Michael Price as the new Executive Director of the Kingsport Housing and Redevelopment Authority. He stated the application has been submitted for 9% tax credits and will be notified in August of the decision, pointing out they are competing with three other agencies. He confirmed it was a difficult piece of property to redevelop with the tax credits because of the limitations of income but no limitation on expenses. Mr. Purdue stated they received a preliminary high score with a small list of items to cure before the final decision.

CFO Bishop mentioned this is week eight of going live with the new customer service software. He commented there are about 9,000 auto-pay customers which is higher than expected at 65%. He stated daily call volume is fluctuating between 200 and 600, noting it is driven by several factors. He also mentioned other issues that have been addressed recently, pointing out finance staff meet daily.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the June 16, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

X.5. Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with Blue Tank and Pump Rental for Sewer Pump and Storage Services to Serve the Fieldcrest Annexation Area (AF-191-2026) Deputy City Manager Ryan McReynolds explained the responsibility to deliver water and sewer to the residents already living there, even though the project isn't complete. He confirmed it is a wash for the city financially.

X.7. Consideration to Amend the Fee Resolution for FY 2027 Fees and Charges Provided for in the City Code (AF-183-2026) City Manager Chris McCartt explained the changes in the fee resolution, noting the majority are adjustments in the location of the fees within the resolution and making them more customer friendly.

X.8. Consideration of a Resolution to Approve an Amendment with Cain Rash West Architects for Architectural and Engineering Services for the Nature Center Renovation Phase 2, Entry Walk, and Event Terrace (AF-194-2026) Assistant City Manager Michael Borders stated this item amends the scope of services to move forward with the project. There was some discussion as he also answered questions.

X.9. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2026-2027 Benefiting the General Welfare of Kingsport Residents (AF-195-2026) The City Manager stated there were no new agreements this year.

V. ITEMS OF INTEREST

1. **Projects Status Report**
2. **Sales Tax Revenue Report**

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:37 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 16, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder/CFO
Angie Marshall, City Clerk/Deputy City Recorder

I. CALL TO ORDER 7:00 pm by Mayor Paul Montgomery. Absent: Alderman Morris Baker

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION led by Alderman Betsy Cooper.

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

V. RECOGNITIONS AND PRESENTATIONS

1. **Keep Kingsport Beautiful Beautification Awards** (Sharon Hayes)
2. **Public Relations Society of America Awards** (Mayor Montgomery)

VI. COMMENT

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

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

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

Passed: All present voting "aye."

1. **June 1, 2026 - Work Session**
2. **June 2, 2026 - Business Meeting**

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

1. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-192-2026) (Chris McCartt)

   Motion made by Alderman George, Seconded by Alderman Cooper.

   AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

   Passed: All present voting "aye."

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2026-2027 Community Development Block Grant Fund Budget** (AF-182-2026) (Chris McCartt)

   PUBLIC HEARING: No one came forward.

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

   ORDINANCE NO. 7265 AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2027; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. **Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2026-2027 Utility Enterprise Funds Budgets** (AF-181-2026) (Chris McCartt)

   PUBLIC HEARING: No one came forward.

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

   ORDINANCE NO. 7266 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FOLLOWING PROPRIETARY FUNDS WATER FUND SEWER FUND STORMWATER FUND FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

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

3. **Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2026-2027 Budget** (AF-180-2026) (Chris McCartt)

PUBLIC HEARING: No one came forward.

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

ORDINANCE NO. 7267 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FISCALYEAR BEGINNING JULY1, 2026 AND ENDING JUNE 30, 2027

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

4. **Consideration of an Ordinance Adopting Water, Sewer, and Stormwater Rates Beginning July 1, 2026** (AF-170-2026) (Ryan McReynolds)

Motion made by Alderman George, Seconded by Alderman Phillips.

ORDINANCE NO. 7268 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING WATER, SEWER, AND STORMWATER RATES BEGINNING JULY 1, 2026

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

5. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-175-2026) (Chris McCartt)

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

ORDINANCE NO. 7269 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

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

6. **Consideration of an Ordinance to Amend Zoning of Tax Map 0460, Group J, Parcels 17.00, 18.00, 19.00, Located along E. Sevier Avenue from the R-1B, Residential District to R-3, Low Density Apartment District** (AF-171-2026) (Jessica McMurray)

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

ORDINANCE NO. 7270 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EAST SEVIER AVENUE FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT 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 Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

7. **Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 01.00, Located along Fort Henry Drive from R-1B, Residential District to R-3, Low Density Apartment District** (AF-172-2026) (Jessica McMurray)

   Motion made by Alderman George, Seconded by Alderman Phillips.

   AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORT HENRY DRIVE FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT 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 Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

8. **Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 02.00, Located along Fort Henry Drive from the R-1B, Residential District to B-3, Highway-Oriented Business District** (AF-173-2026) (Jessica McMurray)

   Motion made by Alderman George, Seconded by Alderman Mayes.

   AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORT HENRY DRIVE FROM THE R-1B, RESIDENITAL DISTRICT TO B-3, HIGHWAY-ORIENTED 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 Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

   At this time, Alderman Phillips notified the City Attorney that he meant to abstain from voting on the previous two agenda items. Upon the recommendation of Mr. Rowlett, Vice Mayor Duncan made a motion to suspend the rules for action forms 172 and 173 in order to vote on those items again. Alderman George seconded the motion with all present voting "aye" to suspend the regular rules and bring Items IX.7 and IX.8 back for reconsideration.

7. **Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 01.00, Located along Fort Henry Drive from R-1B, Residential District to R-3, Low Density Apartment District** (AF-172-2026) (Jessica McMurray)

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

ORDINANCE NO. 7271 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORT HENRY DRIVE FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT 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 Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Mayor Montgomery with Alderman Phillips abstaining.

8. **Consideration of an Ordinance to Amend Zoning of Tax Map 062P, Group C, Parcel 02.00, Located along Fort Henry Drive from the R-1B, Residential District to B-3, Highway-Oriented Business District** (AF-173-2026) (Jessica McMurray)

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

ORDINANCE NO. 7272 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORT HENRY DRIVE FROM THE R-1B, RESIDENITAL DISTRICT TO B-3, HIGHWAY-ORIENTED 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 Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Mayor Montgomery with Alderman Phillips abstaining.

X. OTHER BUSINESS

1. **Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Integrity Building Group, LLC Related to the Fieldcrest Phase 3 Development** (AF-188-2026) (Ryan McReynolds)

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

RESOLUTION NO. 2026-266 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH INTEGRITY BUILDING GROUP, LLC RELATED TO THE FIELDCREST PHASE 3 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. **Consideration of a Resolution to Award the Bid to Thomas Construction Company, Inc. for the Fordtown Road Bridge Remediation Project, and Authorize the Mayor to Sign All Applicable Documents** (AF-176-2026) (Ryan McReynolds)

   Motion made by Alderman Phillips, Seconded by Alderman Cooper.

   RESOLUTION NO. 2026-267 A RESOLUTION AWARDING THE BID FOR THE FORDTOWN ROAD BRIDGE REMEDIATION PROJECT TO THOMAS CONSTRUCTION COMPANY, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

   Passed: All present voting "aye."

3. **Consideration of a Resolution to Amend the Agreement with Mattern & Craig for the Fordtown** Road Bridge Remediation Project, and Authorize the Mayor to Sign All Applicable Documents (AF-179-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2026-268 A RESOLUTION APPROVING AN AMENDMENT WITH MATTERN & CRAIG TO EXTEND THE SCOPE OF SERVICES FOR THE FORDTOWN ROAD BRIDGE REMEDIATION PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

   Passed: All present voting "aye."

4. **Consideration of a Resolution Authorizing the City Manager to Purchase Student Transportation Software and Related Hardware for Bus Routing from Tyler Technologies and Authorizing the Mayor to Sign All Necessary Documents** (AF-186-2026) (David Frye)

   Motion made by Alderman Cooper, Seconded by Alderman Mayes.

   RESOLUTION NO. 2026-269 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A QUOTE WITH TYLER TECHNOLOGIES FOR STUDENT TRANSPORTATION SOFTWARE AND RELATED HARDWARE FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

   Passed: All present voting "aye."

5. **Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with Blue Tank and Pump Rental for Sewer Pump and Storage Services to Serve the Fieldcrest Annexation Area** (AF-191-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2026-270 A RESOLUTION TO RATIFY THE EMERGENCY REPAIR CONTRACT WITH BLUE TANK AND PUMP RENTAL FOR THE SEWER PUMPING AND STORAGE SERVICES RELATED TO THE FIELDCREST ANNEXATION AREA, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

   Passed: All present voting "aye."

6. **Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Integrity Building Group, LLC, Related to the Fieldcrest Phase 2 Development** (AF-187-2026) (Ryan McReynolds)

   Motion made by Alderman George, Seconded by Alderman Phillips.

   RESOLUTION NO. 2026-271 A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO INTEGRITY BUILDING GROUP, LLC FOR FIELDCREST PHASE 2 DEVELOPMENT

   Passed: All present voting "aye."

7. **Consideration to Amend the Fee Resolution for FY 2027 Fees and Charges Provided for in the City Code** (AF-183-2026) (Travis Bishop)

   Motion made by Alderman George, Seconded by Alderman Cooper.

   RESOLUTION NO. 2026-272 A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

   Passed: All present voting "aye."

8. **Consideration of a Resolution to Approve an Amendment with Cain Rash West Architects for Architectural and Engineering Services for the Nature Center Renovation Phase 2, Entry Walk, and Event Terrace** (AF-194-2026) (Michael T. Borders)

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

   RESOLUTION NO. 2026-273 A RESOLUTION APPROVING AN AGREEMENT WITH CAIN RASH WEST ARCHITECTS TO EXTEND THE SCOPE OF SERVICES FOR THE BAYS MOUNTAIN NATURE CENTER RENOVATION PHASE 2, ENTRY WALK AND EVENT TERRACE PROJECT 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."

9. **Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2026-2027 Benefiting the General Welfare of Kingsport Residents** (AF-195-2026) (Chris McCartt)

Motion made by Alderman George, Seconded by Alderman Phillips.

RESOLUTION NO. 2026-274 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2026-2027 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

Passed: All present voting "aye."

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

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

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

1. **Consideration of a Resolution Authorizing the Mayor's Signature on the Certification of Local Official, Determining that KHRA's Agency Plan is Consistent with the Consolidated Plan** (AF-193-2026) (Jessica Harmon)

RESOLUTION NO. 2026-275 A RESOLUTION TO AUTHORIZE THE MAYOR'S SIGNATURE ON THE CERTIFICATION BY STATE OR LOCAL OFFICIAL OF THE PUBLIC HOUSING AUTHORITY'S PLANS CONSISTENCY WITH THE CONSOLIDATED PLAN DOCUMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

2. **Consideration of a Resolution to Apply and Receive the Assistance to Firefighters Grant to Purchase a Mini-Pumper** (AF-189-2026) (Jerry DeBerry)

RESOLUTION NO. 2026-276 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ASSISTANCE TO FIREFIGHTER'S GRANT THROUGH THE UNITED STATES FEDERAL ADMINISTRATION OF THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION, DEPARTMENT OF HOMELAND SECURITY

3. **Consideration of a Resolution to Apply and Receive the Assistance to Firefighters Grant** (AF-190-2026) (Jerry DeBerry)

   RESOLUTION NO. 2026-277 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ASSISTANCE TO FIREFIGHTER'S GRANT THROUGH THE UNITED STATES FEDERAL ADMINISTRATION OF THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION, DEPARTMENT OF HOMELAND SECURITY

4. **Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with S&W Services for the Repair of High Service Pump No. 2** (AF-185-2026) (Ryan McReynolds)

   RESOLUTION NO. 2026-278 A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE APPROVING AN EMERGENCY REPAIR CONTRACT WITH S&W SERVICES, INC., FOR THE REPAIR OF HIGH SERVICE PUMP NO. 2, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

XII. COMMUNICATIONS

1. **City Manager**

   Mr. McCartt pointed out that tonight will conclude the business meetings for FY26, stating he looked forward to the upcoming fiscal year. He expressed appreciation to staff for their work on the budget, noting they work on it all year long. He also remarked that he appreciated Tyra Copas as Human Resources Director and for all her efforts representing employees. Lastly, he thanked the board for their support and time.

2. **Mayor and Board Members**

   Alderman Mayes complimented the communications department, stating he was proud of the city for investing. He mentioned citizens can access services on an app with city meetings available online as well. He commented on the efficiency of budget, noting it never stops even though a document was approved tonight. Alderman Cooper echoed comments regarding the budget, noting it is fluid process that ebbs and flows throughout the year. She also listed many upcoming events happening this summer. Alderman George pointed out it was her last budget to approve, stating she will miss all the meetings and expressed her appreciation to staff, noting she has learned a lot in 13 years. She remarked Kingsport is transparent and information is pushed out to citizens in addition to being on the website. Alderman Phillips echoed previous

comments, noting the budget passed with no tax increase even though many cities in the region did have one. Vice Mayor Duncan congratulated Adrienne Batara and the communications department. He stated the budget is looked at on a regular basis all year long. He pointed out the Funfest store opens June 17 with Funfest being only 30 days away. Mayor Montgomery also congratulated the communications team. He stated July 4th is coming up and asked the BMA who can walk in the parade to participate. The mayor mentioned early voting also starts next month and the IMAX theatre will also open. Lastly, he thanked those in attendance.

XIII. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:29 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 094 Parcel 17.00, Located along Airport Parkway from the MX, Mixed-Use District to M-2, General Manufacturing District

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-220-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 2026
Staff Work By: Ken Weems
Presentation By: K. Weems

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:

- Hold public hearing
- Approve ordinance

Executive Summary:

If approved, this owner-initiated request would **rezone approximately 49 acres along Airport Parkway** from the **MX, Mixed-Use District to the M-2, General Manufacturing District.**

During their June 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** in support of the request to the Board of Mayor and Aldermen by a vote of 4-3-1. Commissioners Duncan, Lorimer, Snapp, and Montgomery voted in support of the motion. Commissioners Mayes, Walsh, and Hilton voted against the motion. Commissioner Dean abstained from the motion. The rationale for the positive recommendation is conformance with the future land use plan. **The future land use plan place type designation for the rezoning site is "Manufacturing and Warehousing," which includes mining as an appropriate use.**

Staff received comments on this rezoning via phone calls, emails and in person to the Planning Commission at their regular meeting. Those in support of the request noted beneficial impacts of employment, the local need for quarry material, and good neighbor practices of the quarry. Those in opposition to the request noted possible vibration damage to homes, fear of general quarry impact on Holston Elementary, dust, traffic, and scenery impact.

Supporting documentation, including standards of review and potential uses within the M-2 zone, is provided in the supplementary information.

The notice of public hearing was published on June 22, 2026.

Attachments:

1. Notice of Public Hearing
2. Ordinance
3. Supplemental Information
4. Staff Report
5. Voluntary Commitments of Applicant

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

NOTICE OF PUBLIC HEARING

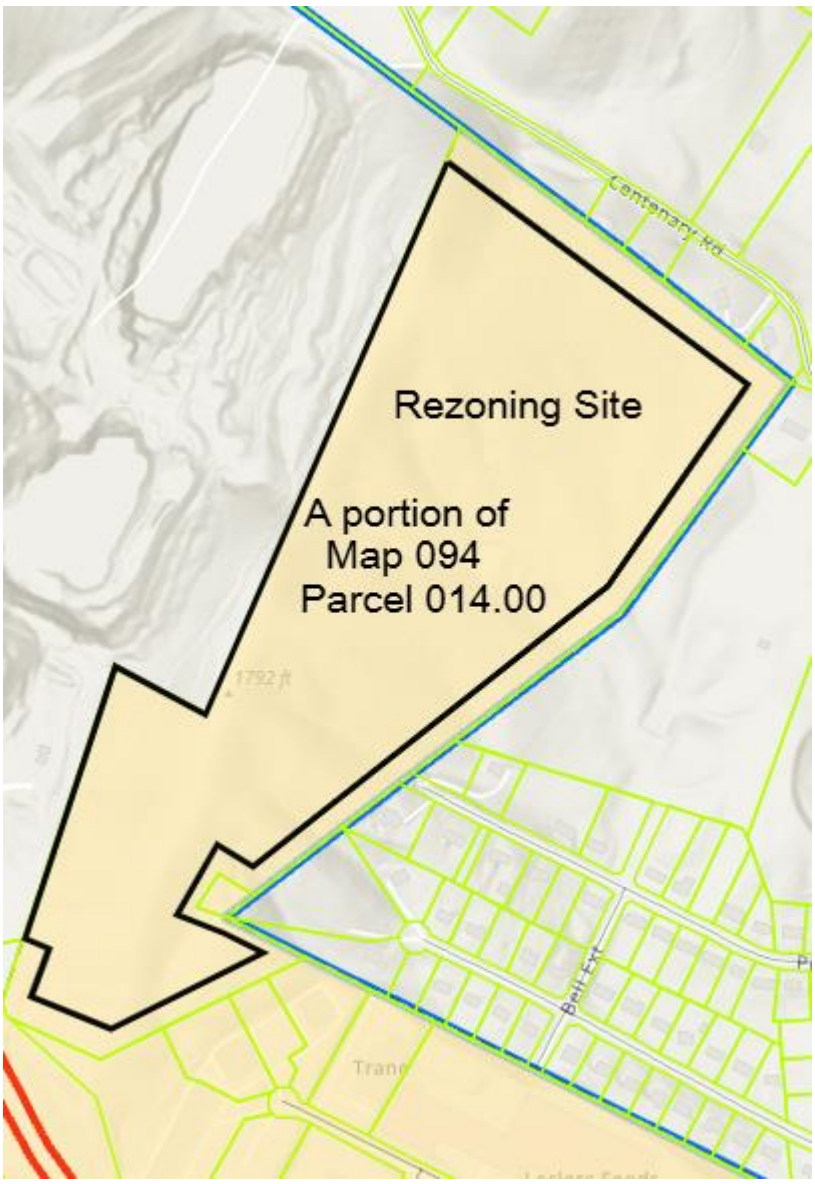
NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on July 21, 2026 to consider the rezoning of a portion of Tax Map 094, Parcel 014.00 located along Airport Parkway from the MX, Mixed-Use District, to the M-2, General Manufacturing 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:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN THE COUNTY OF SULLIVAN, STATE OF TENNESSEE, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT PARKWAY, BEING THE NORTHWEST CORNER OF LOT 2R1, RE-SUBDIVISION OF NORTHEAST TENNESSEE BUSINESS PARK, LOT 2 AS PER MAP RECORDED IN PLAT BOOK 55, PAGE 365; THENCE ALONG SAID RIGHT-OF-WAY LINE OF AIRPORT PARKWAY THE FOLLOWING TWO (2) COURSES: 1.) N47°59'56"W A DISTANCE OF 56.06 FEET TO A FOUND 6 INCH BY 6 INCH CONCRETE MONUMENT; 2.) N13°35'41"W A DISTANCE OF 101.53 FEET TO A FOUND 1/2 INCH REBAR AT THE SOUTHWEST CORNER OF LANDS NOW-OR-FORMERLY OF EAGLE WEST LLC PER BOOK 1507C, PAGE 355 OF THE SULLIVAN COUNTY OFFICE OF RECORDER OF DEEDS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTH AND WEST LINES OF SAID LANDS OF EAGLE WEST LLC THE FOLLOWING TWO (2) COURSES: 1.) S58°20'55"E A DISTANCE OF 8.07 FEET TO A FOUND 5/8" REBAR; 2.) N18°10'38"E A DISTANCE OF 160.29 FEET TO A FOUND 1/2" REBAR AT THE NORTHEAST CORNER OF SAID LANDS OF EAGLE WEST LLC, ALSO BEING THE SOUTHEAST CORNER OF LANDS NOW-OR-FORMERLY OF AGGREGATES USA EAST TN DIV PER BOOK 2879C, PAGE 338 OF THE SULLIVAN COUNTY OFFICE OF RECORDER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LANDS OF AGGREGATES USA EAST TN DIV THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1.) N17°55'57"E A DISTANCE OF 846.75 FEET TO A FOUND 1/2 INCH REBAR; 2.) S68°41'24"E A DISTANCE OF 299.74 FEET TO A FOUND 1/2 INCH REBAR; 3.) N22°52'26"E A DISTANCE OF 1884.35 FEET; THENCE DEPARTING THE SAID EAST LINE S53°43'25"E A DISTANCE OF 452.24 FEET TO A ; THENCE S56°18'13"E A DISTANCE OF 153.07 FEET; THENCE S54°13'24"E A DISTANCE OF 148.18 FEET; THENCE S54°29'55"E A DISTANCE OF 294.51 FEET; THENCE S55°14'18"E A DISTANCE OF 108.67 FEET; THENCE S34°23'36"W A DISTANCE OF 167.22 FEET; THENCE S34°26'45"W A DISTANCE OF 613.59 FEET; THENCE S50°08'16"W A DISTANCE OF 631.88 FEET; THENCE S50°46'02"W A DISTANCE OF 448.15 FEET; THENCE S50°48'48"W A DISTANCE OF 282.67 FEET; THENCE N62°33'28"W A DISTANCE OF 183.58 FEET; THENCE S25°17'30"W A DISTANCE OF 303.81 FEET; THENCE S64°46'47"E A DISTANCE OF 200.57 FEET; THENCE S65°32'53"E A DISTANCE OF 110.03 FEET; THENCE S63°58'04"W A DISTANCE OF 155.41 FEET; THENCE S63°50'23"W A DISTANCE OF 149.81 FEET; THENCE S63°44'32"W A DISTANCE OF 119.42 FEET; THENCE S63°10'57"W A DISTANCE OF 63.78 FEET; THENCE N66°59'31"W A DISTANCE OF 226.46 FEET; THENCE N47°59'56"W A DISTANCE OF 8.37 FEET; THENCE N13°35'41"W A DISTANCE OF 27.20 FEET; THENCE N18°10'38"E A DISTANCE OF 205.13 FEET; THENCE S76°10'19"W A DISTANCE OF 117.92 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 48.929 ACRES (2,131,367 SQUARE FEET) MORE OR LESS.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division, telephone 423-229-9368.

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



CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 6/22/2026

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

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 M-2, GENERAL MANUFACTURING 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

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 a portion of property located along Airport Parkway from the MX, Mixed-Use District to M-2, General Manufacturing District in the 18th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN THE COUNTY OF SULLIVAN, STATE OF TENNESSEE, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT PARKWAY, BEING THE NORTHWEST CORNER OF LOT 2R1, RE-SUBDIVISION OF NORTHEAST TENNESSEE BUSINESS PARK, LOT 2 AS PER MAP RECORDED IN PLAT BOOK 55, PAGE 365; THENCE ALONG SAID RIGHT-OF-WAY LINE OF AIRPORT PARKWAY THE FOLLOWING TWO (2) COURSES: 1.) N47°59'56"W A DISTANCE OF 56.06 FEET TO A FOUND 6 INCH BY 6 INCH CONCRETE MONUMENT; 2.) N13°35'41"W A DISTANCE OF 101.53 FEET TO A FOUND 1/2 INCH REBAR AT THE SOUTHWEST CORNER OF LANDS NOW-OR-FORMERLY OF EAGLE WEST LLC PER BOOK 1507C, PAGE 355 OF THE SULLIVAN COUNTY OFFICE OF RECORDER OF DEEDS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTH AND WEST LINES OF SAID LANDS OF EAGLE WEST LLC THE FOLLOWING TWO (2) COURSES: 1.) S58°20'55"E A DISTANCE OF 8.07 FEET TO A FOUND 5/8" REBAR; 2.) N18°10'38"E A DISTANCE OF 160.29 FEET TO A FOUND 1/2" REBAR AT THE NORTHEAST CORNER OF SAID LANDS OF EAGLE WEST LLC, ALSO BEING THE SOUTHEAST CORNER OF LANDS NOW-OR-FORMERLY OF AGGREGATES USA EAST TN DIV PER BOOK 2879C, PAGE 338 OF THE SULLIVAN COUNTY OFFICE OF RECORDER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LANDS OF AGGREGATES USA EAST TN DIV THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1.) N17°55'57"E A DISTANCE OF 846.75 FEET TO A FOUND 1/2 INCH REBAR; 2.) S68°41'24"E A DISTANCE OF 299.74 FEET TO A FOUND 1/2 INCH REBAR; 3.) N22°52'26"E A DISTANCE OF 1884.35 FEET; THENCE DEPARTING THE SAID EAST LINE S53°43'25"E A DISTANCE OF 452.24 FEET TO A ; THENCE S56°18'13"E A DISTANCE OF 153.07 FEET; THENCE S54°13'24"E A DISTANCE OF 148.18 FEET; THENCE S54°29'55"E A DISTANCE

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SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS ($50.00) for each offense. Each occurrence shall constitute a separate offense.

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

PAUL W. MONTGOMERY
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____

Supplementary Information – Airport Parkway Rezoning Request

Principal uses. Principal uses permitted in the M-2, General Manufacturing District, are as follows: Abrasive manufacturing; acid manufacturing; aerosol packaging; agricultural uses, including hatcheries; asbestos processing; automobile assembling, rebuilding and reconditioning; bleaching plants; boiler shops, structural steel fabrication or other noise-producing machine operated tools; bolt or screw thread rolling or cutting; bottle making; brewing and distillery; brick, tile or terracotta and other clay products manufacturing; briquette manufacture; bronze casting; candle or sperm oil manufacturing; canvas manufacturing; carpet or rug manufacturing; coke manufacturing; concrete mixing, concrete products; die casting and making; disinfectant, insecticide or poison manufacturing; dye or dyestuff manufacturing; electric power generation; excelsior and fiber manufacturing; fencing, woven wire manufacturing; fertilizer manufacturing; forge; foundry; glass fiber manufacturing; glucose manufacturing; grain drying and poultry feed manufacturing; hair manufacturing; iron storage, sorting, collecting or bailing; leaf mold and similar products; linoleum oil cloth or oiled goods manufacturing; match manufacturing; nitrating processes; oil, paint, shellac, enamel manufacturing of the grinding of colors by machine; paper or pulp manufacturing, paper scrap or waste storage grading; perfume manufacturing; plaster manufacturing and products; potash manufacturing or refining; pyrroline plastic manufacturing; roofing material factory, rubber manufacturing, treating or reclaiming plant; sand blasting; sewage treatment plant; shoe blacking or polish; soda ash, caustic soda or washing compound containing chlorine, bleaching powder manufacturing or refining; steam power plant; storage, drying, cleaning of rags, glass, cloth, paper or clipping; sugar refining or starch manufacturing; tar or asphalt roofing; textile manufacturing; tire manufacturing; ammonia, chlorine or bleaching powder; animal black, lampblack or bone black; asphalt plant; automobile impound yard; automobile wrecking; scrap iron storage; blast furnaces; building materials salvage; celluloid and pyroxyline manufacturing; cement, lime, gypsum or plaster of Paris; coal storage; creosote manufacturing; cupola or metal smelting furnace and ore or metal reduction; distillation of coal, petroleum, refuse, bones; explosives remanufacturing or storage except for small arms ammunition; fertilizer manufacturing using organic materials compost or storage; fish curing, smoking, or packing; gas (acetylene, illuminating or heating) manufacturing; glue manufacturing; size or gelatin manufacturing; junkyard; livestock feed yards; petroleum or inflammable liquids; rock or stone crushing; stockyards, slaughtering; smelting of metals; steel mills; storage, curing or tanning of raw, green or salted hides or skins; landfills, incinerators, communication facilities, and M-1 principal uses.

Standards of Review

1. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** It would be difficult to conduct the majority of MX principal uses on the rezoning site parcel. This is primarily due to the steep and prohibiting terrain associated with any entrance planned from the Airport Parkway frontage of the property.

2. **Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes, the request conforms with the manufacturing and warehousing placetype found in the City's future land use plan.
   Proposed use: Rock quarry operations
   The Future Placetype Map recommends manufacturing/warehousing

3. **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 terrain of the site makes it appropriate for quarry operations, when abutting next to a decades old quarry operation.

4. **Whether the change will create an isolated district unrelated to similar districts:** The proposed M-2 zone is substantially similar to the existing/abutting County M-2 zone (for the same purpose) to the northwest.

5. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are not logically drawn due to the terrain of the site. The construction of any buildings on the site would be very difficult and unlikely.

Kingsport Regional Planning Commission

Rezoning Report **File Number REZONE26-0083**

Airport Parkway Rezoning

Property Information			
Address	Airport Parkway		
Tax Map, Group, Parcel	Tax Map 094 Parcel 017.00		
Civil District	18		
Overlay District	Not applicable		
Land Use Designation	Manufacturing/ Warehousing		
Acres	49 acres +/-		
Existing Use	Forest/ undeveloped	**Existing Zoning**	MX (Mixed-Use)
Proposed Use	Rock quarry operations	**Proposed Zoning**	M-2 (General Manufacturing)

Owner /Applicant Information

Name: Oliver Brooks

Address: 2235 Gateway Access Point, Ste 400

City: Raleigh

State: NC **Zip Code: 27607**

Intent: ***To rezone from MX (Mixed-Use District) to M-2 (General Manufacturing District) to accommodate rock quarry operations.***

Planning Department Recommendation

The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reason:

- *The rezoning request is compliant with the City's future land use plan.*

Staff Field Notes and General Comments:

- *Water and sewer are available to the rezoning site.*
- *The site contains approximately 60' of frontage along Airport Parkway.*
- *The rezoning applicant has left a 100' buffer strip out of the parcel being considered for rezoning. The applicant intends to use this part of their parcel not being considered for rezoning as a buffer to adjacent residential neighbors.*

Planner:	Ken Weems	Date:	June 1, 2026
Planning Commission Action		**Meeting Date:**	**June 18, 2026**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

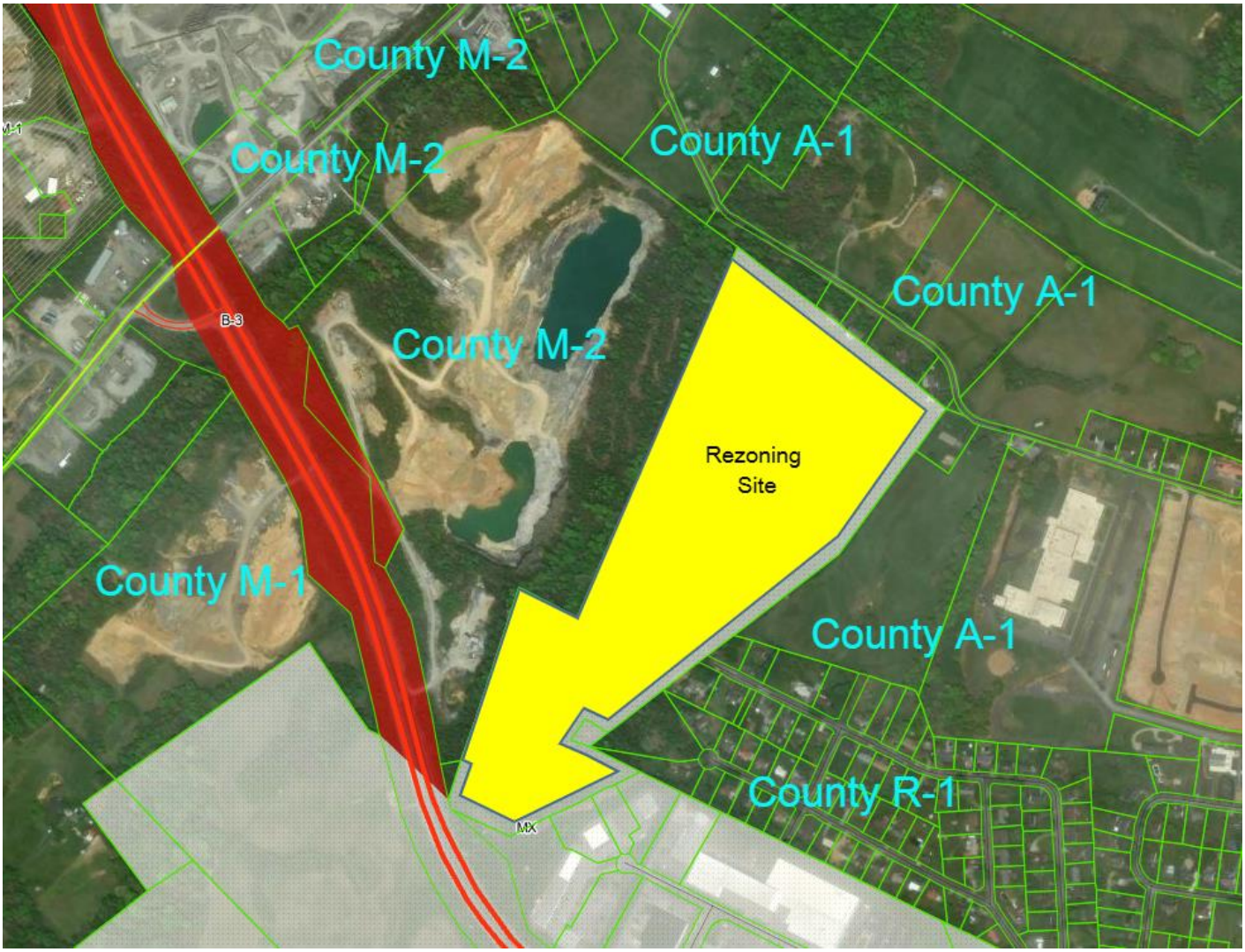
PROPERTY INFORMATION	
ADDRESS	Airport Parkway
DISTRICT	18
OVERLAY DISTRICT	not applicable
EXISTING ZONING	MX (Mixed-Use District)
PROPOSED ZONING	M-2 (General Manufacturing District)
ACRES	Rezone Site +/- 49 acres
EXISTING USE	Forest/ undeveloped
PROPOSED USE	Rock quarry operations

INTENT

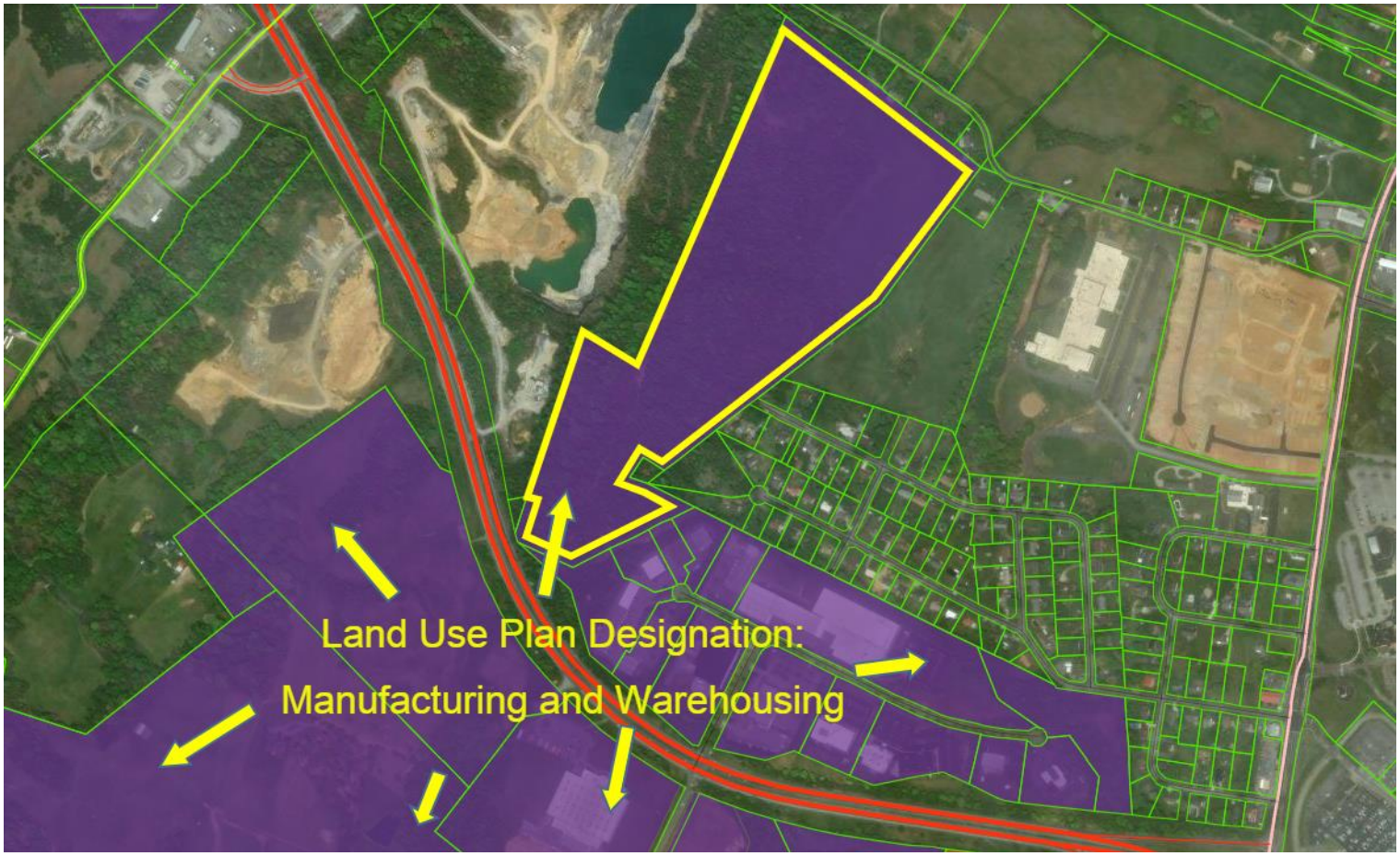
To rezone from MX (Mixed-Use District) to M-2 (General Manufacturing District) to accommodate rock quarry operations.

Vicinity Map

Surrounding Zoning Map



Future Land Use Plan Designation: Manufacturing and Warehousing



Manufacturing and Warehousing

CHARACTER AND INTENT

Kingsport has been a center of industry and manufacturing since it was first founded, and the industrial sector remains one the city's primary sectors of employment and high wage jobs. This place type is traditionally concentrated near major transportation infrastructure (e.g., highways, railways, and airports), which in Kingsport also originally included the banks of the South Holston River. This placetype includes manufacturing plants and facilities as well as mining, warehousing, and logistics hubs.

PREFERRED USES

Primary Uses

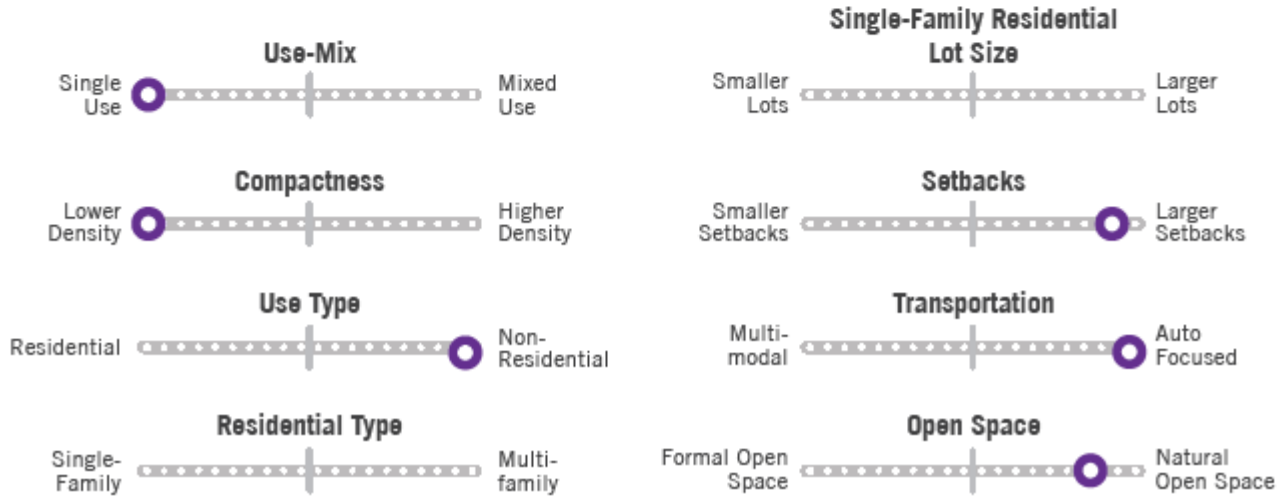
- Manufacturing
- Distribution centers
- Technology
- Data centers
- Flex office

Secondary Uses

- Logistics
- Retail and office uses
- Training facilities
- Civic and institutional uses
- Parks and open space

CHARACTERISTICS

The chart below illustrates the balance between development types and development characteristics that would be typical of each place type.



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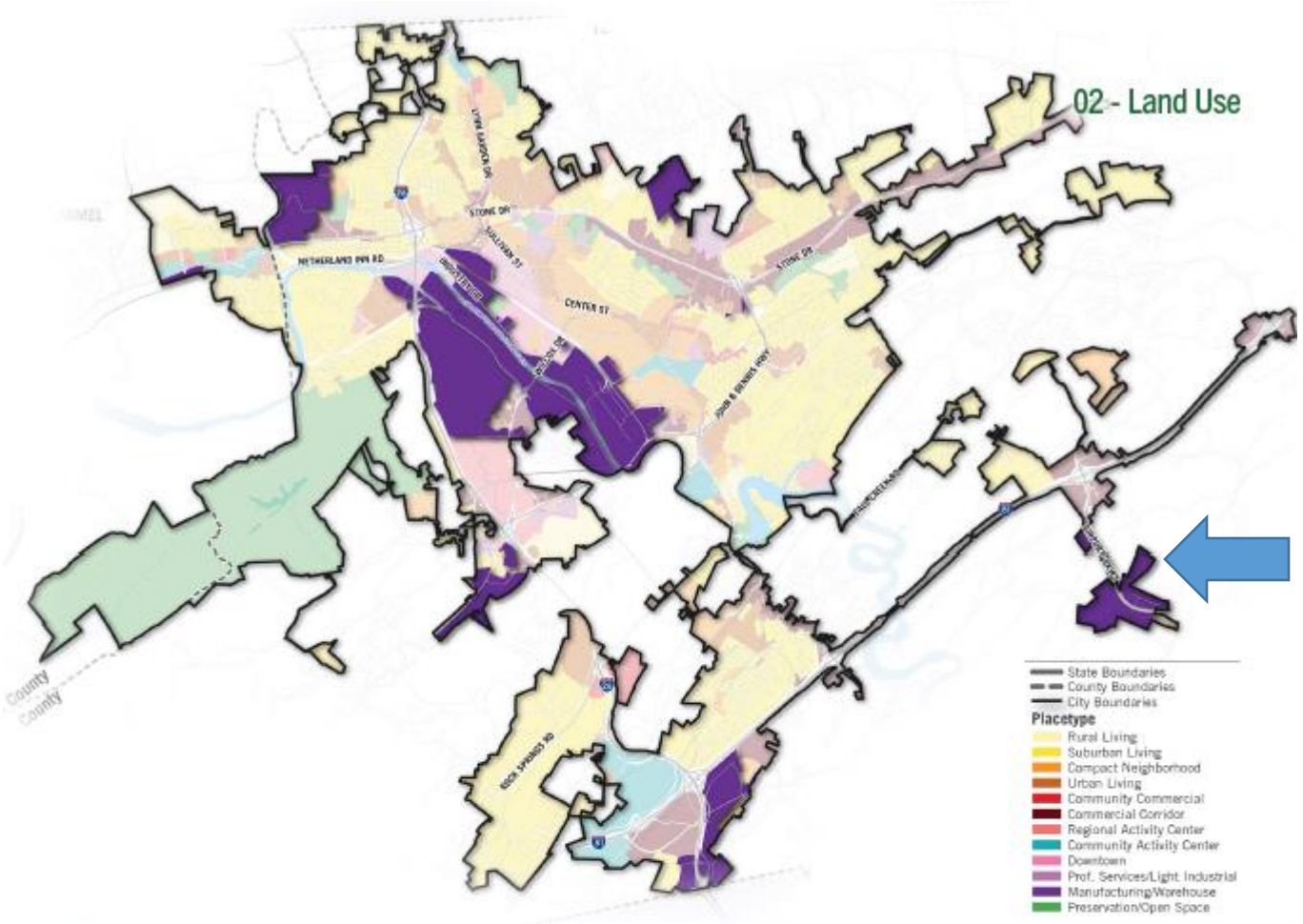
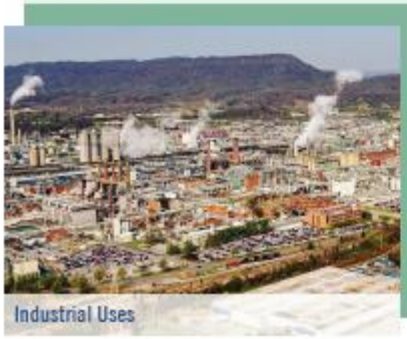


Industrial Building

Industrial Building

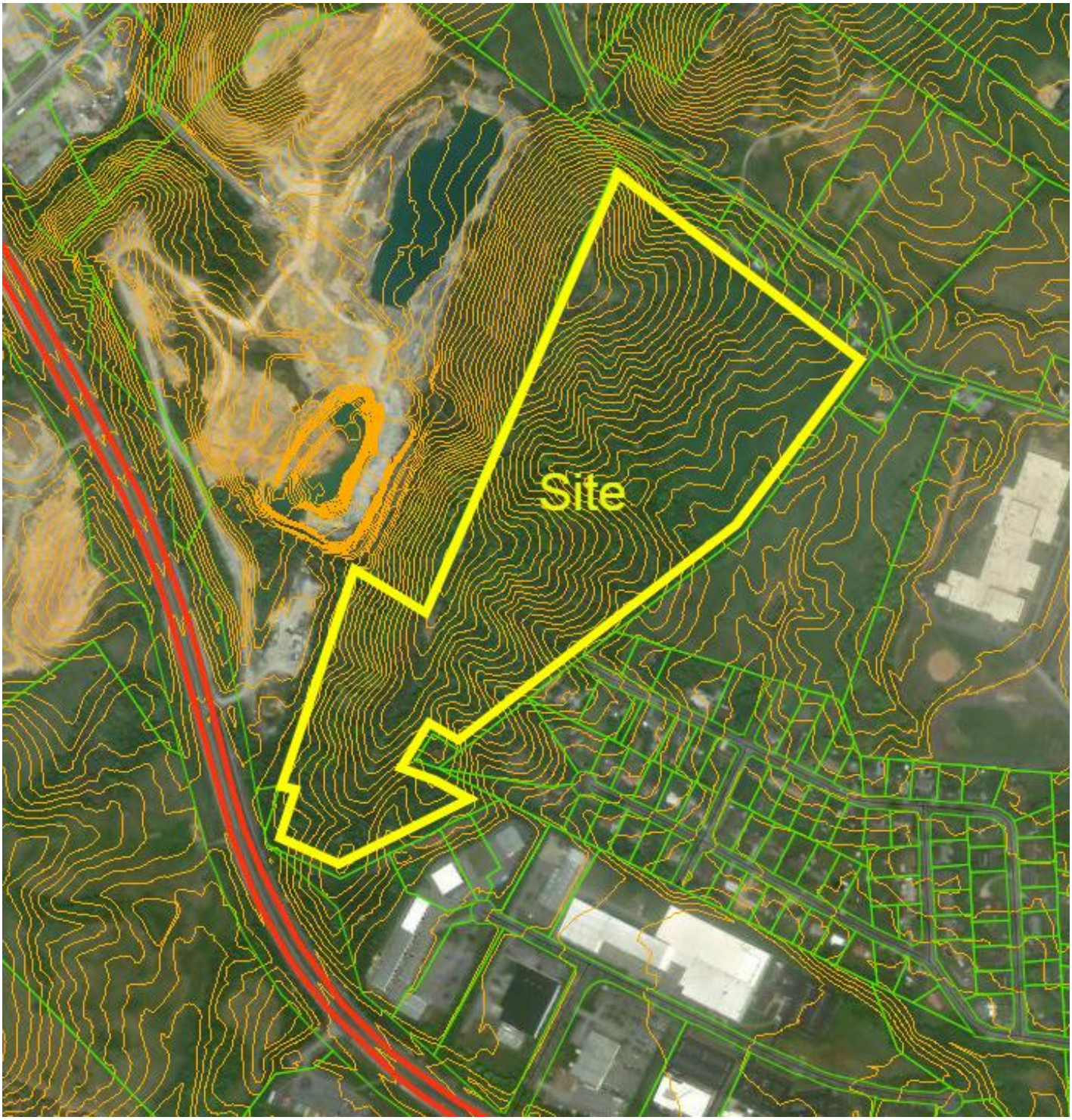

Industrial Uses

Industrial Building

Industrial Building

City of Kingsport **Comprehensive Plan** 53

Aerial with 10’ Contours



EXISTING USES LOCATION MAP

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
Northwest	**1**	Zone: County M-2 Use: rock quarry operations	n/a
North	**2**	Zone: County A-1 Use: large lot residential	n/a
East	**3**	Zone: County A-1 Use: Holston Elementary	n/a
East	**4**	Zone: County R-1 Use: single family residential	n/a
South	**5**	Zone: City MX Use: Northeast TN Business Park	n/a
South	**6**	Zone: City MX Use: undeveloped	n/a

Standards of Review

1. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** It would be difficult to conduct the majority of MX principal uses on the rezoning site parcel. This is primarily due to the steep and prohibiting terrain associated with any entrance planned from the Airport Parkway frontage of the property.

2. **Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes, the request conforms with the manufacturing and warehousing placetype found in the City's future land use plan.
   Proposed use: Rock quarry operations
   The Future Placetype Map recommends manufacturing/warehousing

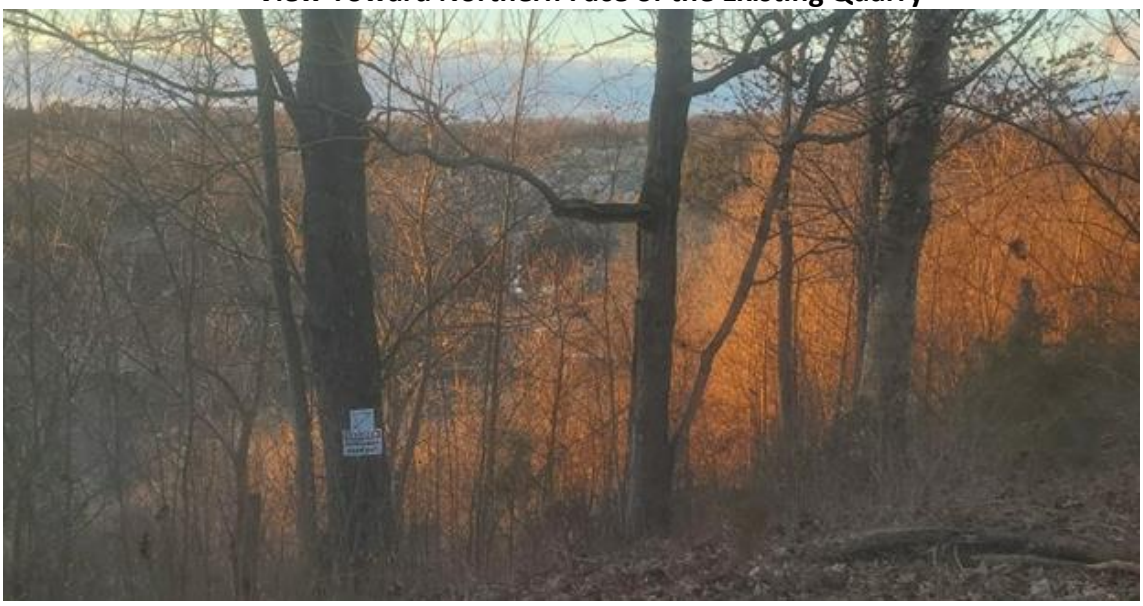
3. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing terrain of the site makes it appropriate for quarry operations, when abutting next to a decades old quarry operation.

4. **Whether the change will create an isolated district unrelated to similar districts:** The proposed M-2 zone is substantially similar to the existing/abutting County M-2 zone (for the same purpose) to the northwest.

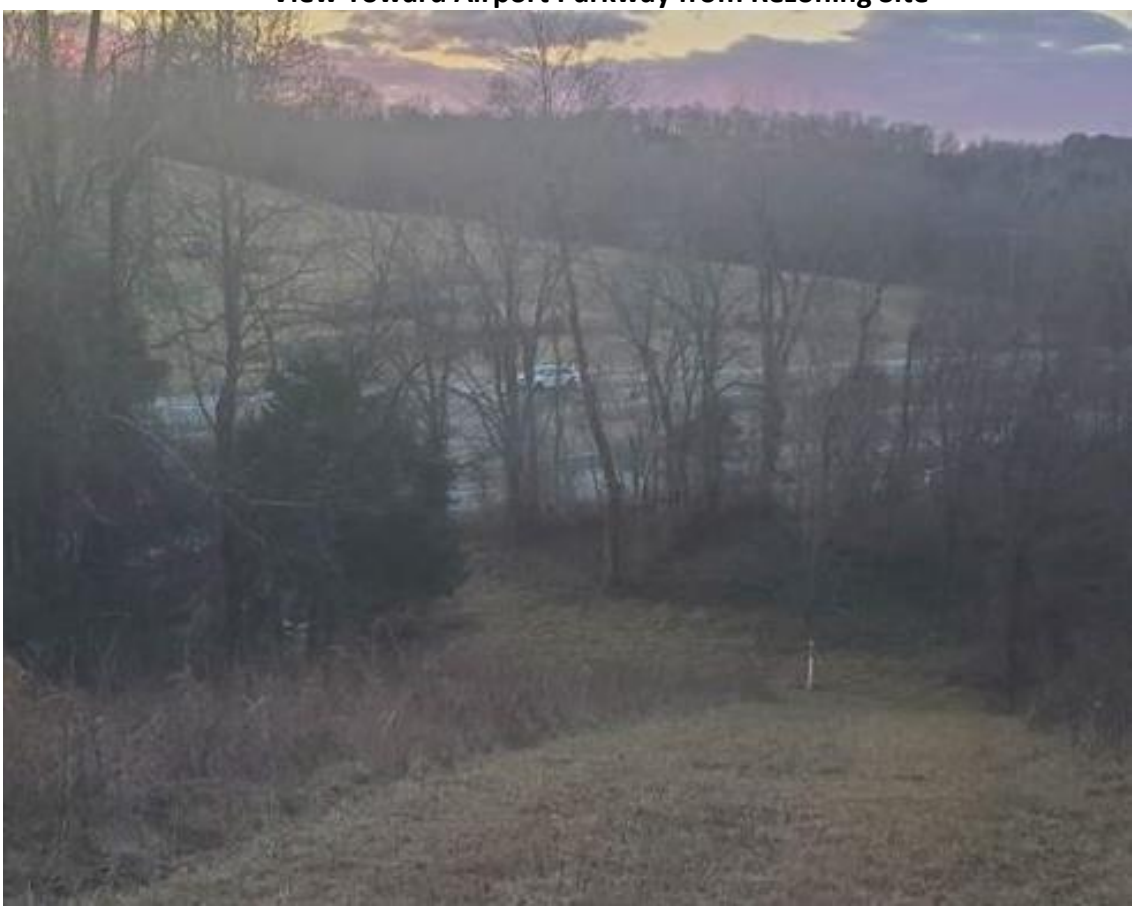
5. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are not logically drawn due to the terrain of the site. The construction of any buildings on the site would be very difficult and unlikely.

Existing Rock Quarry Pond Abutting the Rezoning Site

View Toward Northern Face of the Existing Quarry



View Toward Airport Parkway from Rezoning Site



View of Holston Mountain from the Rezoning Site

View of Quarry Pit from the Northwest Edge of the Rezoning Site

Zoning Development Plan

Walt Hillis
Manager Environmental Services

Via Electronic Submittal

April 14, 2026

Mr. Ken Weems, Planning Manager
City of Kingsport, Planning Department
415 Broad Street, 2nd Floor
Kingsport, TN 37660

RE: **Martin Marietta Materials, Inc.**
Tri-Cities Airport Quarry
Rezoning & Zoning Development Plan Application

Dear Mr. Weems:

Attached, please find two (2) application forms (Rezoning Request and Zoning Development Plan) for Parcel 094-014.00 along with appropriate plan maps and drawings.

Martin Marietta Southeast Agg Operations, LLC, a Martin Marietta Materials, Inc. entity, owns the parcel located in the City of Kingsport jurisdiction along with several adjoining parcels located in Sullivan County jurisdiction. This parcel was a portion of a larger parcel that was purchased by the predecessor to Martin from The Industrial Development Board of the City of Kingsport, Tennessee in April 2023. This parcel was purchased with expectation that it would be added to the existing property to meet the demand for construction aggregates in the growing Tri-Cities market.

The City of Kingsport parcel is zoned MX Mixed-Use District, and the adjoining Martin owned Sullivan County parcel is zoned M-2 Heavy Manufacturing District. Martin is requesting that a portion of the City of Kingsport Parcel 094-014.00 be rezoned to M-2 General Manufacturing District and that a 100-foot-deep border remain MX Mixed-Use as depicted on the submitted Zoning Development Plan Maps and described herein.

In the area to remain zoned MX, Martin proposes to increase the development setback to fifty (50) feet in depth. A vast portion of this area currently has various natural plant growth consisting of deciduous and evergreen trees. The location along the northeast property line has some areas that due to historical agricultural use have less existing natural tree line. This area will be supplemented with plantings as appropriate. The second 50' of the area to remain zoned MX is proposed to consist of a landscape berm/mound area to work as a visual and audible barrier. This berm will be approximately 50' wide at its base, consist of earthen materials, and be landscaped sufficiently to prevent erosion. The remaining portion of the parcel proposed for rezoning to M-2 would become a part of the existing quarry operations.

Regards,

Walt Hillis

Walt Hillis
Martin Marietta Materials, Inc.
East Division-GTA Region Manager Environmental Services

MARTIN MARIETTA SOUTHEAST AGG OPERATIONS, LLC
MAP 094 PARCEL 014.00 (AIRPORT PARKWAY)
CITY OF KINGSPORT, SULLIVAN COUNTY, TENNESSEE

APRIL 2026

INDEX OF SHEETS

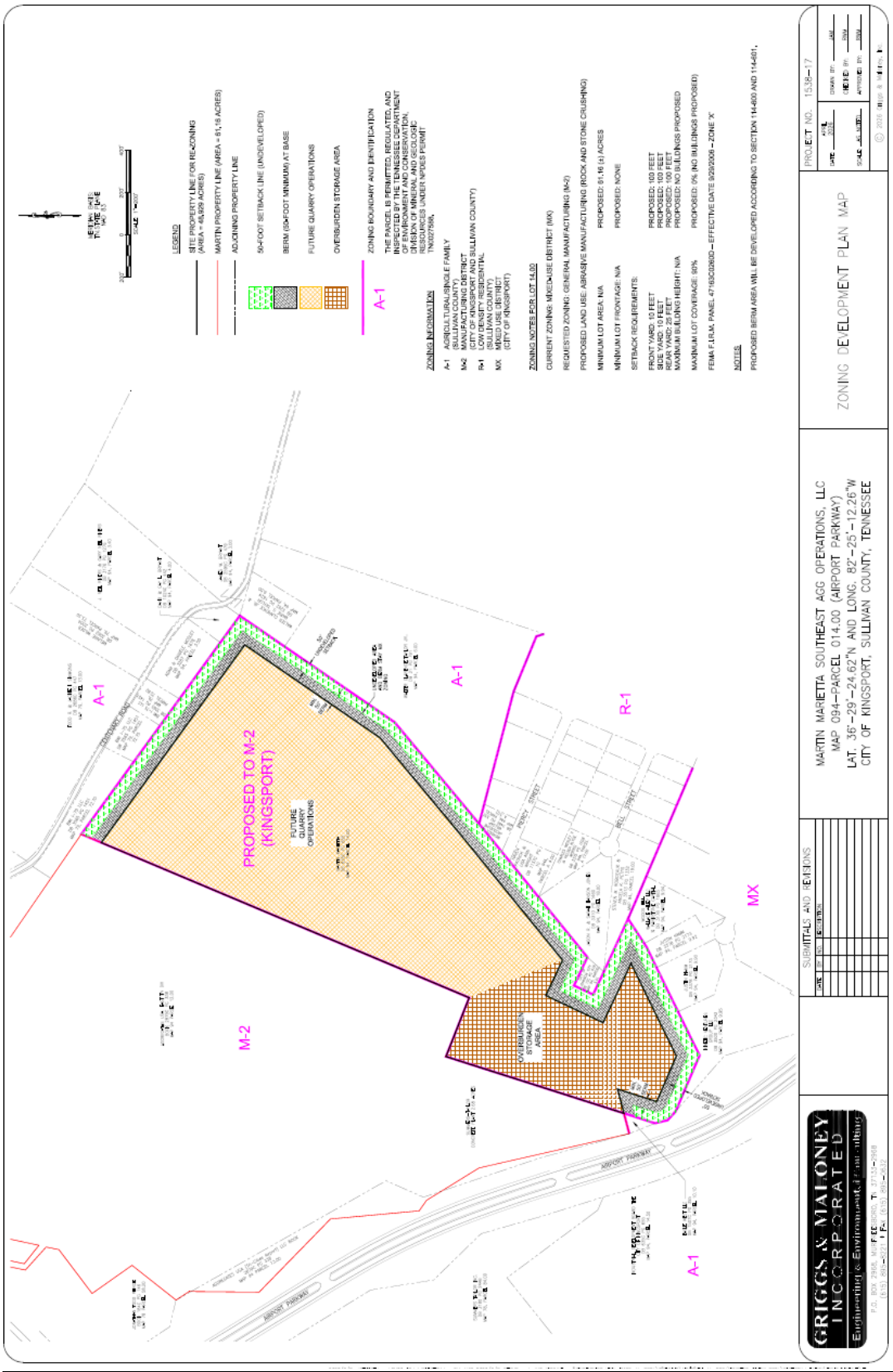
SHEET NO.	DESCRIPTION
1	ZONING DEVELOPMENT PLAN MAP
2	ZONING DEVELOPMENT PLAN MAP WITH CONTOURS

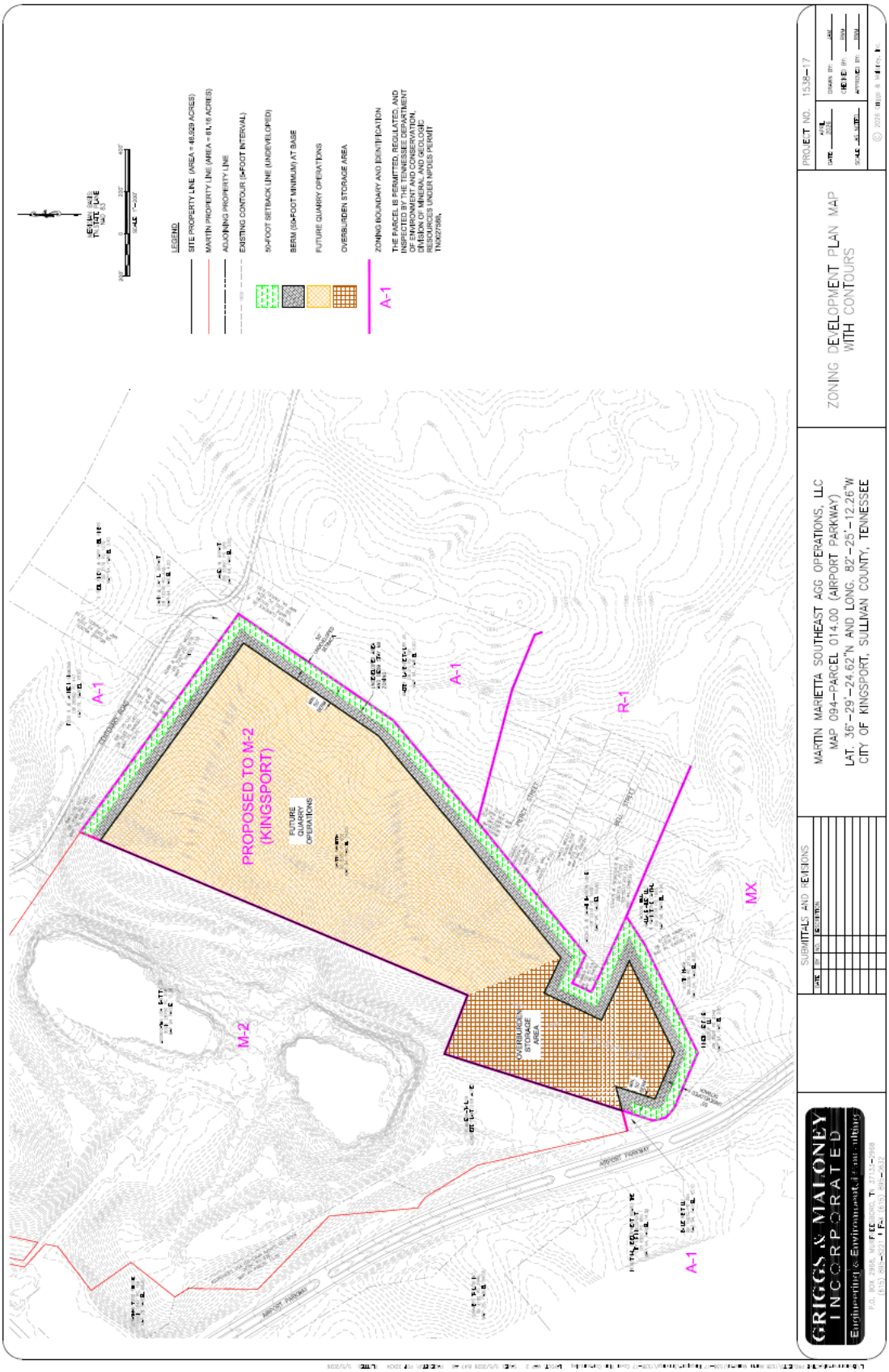
PROJECT NO. 1538-17
SET NO. ____

SUBMITTALS AND REVISIONS

DATE	BY	NO.	DESCRIPTION
05/14/2026	MRS	1	Rezone Report and Zone Ordinance for Airport Variance
06/02/2026	MRS	2	Revised per email to Kennedy and Fenster

GRIGGS & MALONEY INCORPORATED
Engineering & Environmental Consultants
P.O. BOX 2968, MURFREESBORO, TN 37133-2968
(615) 895-8221 • FAX (615) 895-8532


ZONING DEVELOPMENT PLAN MAP
MARTIN MARIETTA SOUTHEAST AGG OPERATIONS, LLC
MAP 094-PARCEL 014.00 (AIRPORT PARKWAY)
LAT. 36°-29'-24.62"N AND LONG. 82°-25'-12.26"W
CITY OF KINGSPORT, SULLIVAN COUNTY, TENNESSEE
PROPOSED TO M-2 (KINGSPORT)
FUTURE QUARRY OPERATIONS
OVERBURDEN STORAGE AREA
A-1
M-2
R-1
MX
ZONING NOTES FOR LOT 14.00
CURRENT ZONING: MIXED-USE DISTRICT (MX)
REQUESTED ZONING: GENERAL MANUFACTURING (M-2)
PROPOSED LAND USE: ABRASIVE MANUFACTURING (ROCK AND STONE CRUSHING)
MINIMUM LOT AREA: N/A
PROPOSED: 61.16 (±) ACRES
MINIMUM LOT FRONTAGE: N/A
PROPOSED: NONE
SETBACK REQUIREMENTS:
FRONT YARD: 10 FEET
PROPOSED: 100 FEET
SIDE YARD: 10 FEET
PROPOSED: 100 FEET
REAR YARD: 20 FEET
PROPOSED: 100 FEET
MAXIMUM BUILDING HEIGHT: N/A
PROPOSED: NO BUILDINGS PROPOSED
MAXIMUM LOT COVERAGE: 80%
PROPOSED: 0% (NO BUILDINGS PROPOSED)
FEMA FIRM, PANEL 47163C0280D – EFFECTIVE DATE 9/29/2006 – ZONE 'X'
NOTES:
PROPOSED BERM AREA WILL BE DEVELOPED ACCORDING TO SECTION 114-600 AND 114-601.
LEGEND
SITE PROPERTY LINE FOR REZONING (AREA = 48.909 ACRES)
MARTIN PROPERTY LINE (AREA = 61.16 ACRES)
ADJOINING PROPERTY LINE
50-FOOT SETBACK LINE (UNDEVELOPED)
BERM (50-FOOT MINIMUM) AT BASE
FUTURE QUARRY OPERATIONS
OVERBURDEN STORAGE AREA
ZONING BOUNDARY AND IDENTIFICATION
A-1
ZONING INFORMATION
A-1 AGRICULTURAL/SINGLE FAMILY (SULLIVAN COUNTY)
M-2 MANUFACTURING DISTRICT (CITY OF KINGSPORT AND SULLIVAN COUNTY)
R-1 LOW DENSITY RESIDENTIAL (SULLIVAN COUNTY)
MX MIXED USE DISTRICT (CITY OF KINGSPORT)
SUBMITTALS AND REVISIONS
GRIGGS & MALONEY INCORPORATED
Engineering & Environmental Consultants
PROJECT NO. 1538-17
DRAWN BY: AMT
DESIGNED BY: JMW
APPROVED BY: JMW
© 2026 Griggs & Maloney, Inc.


LEGEND
SITE PROPERTY LINE (AREA = 48.929 ACRES)
MARTIN PROPERTY LINE (AREA = 61.16 ACRES)
ADJOINING PROPERTY LINE
EXISTING CONTOUR (5-FOOT INTERVAL)
50-FOOT SETBACK LINE (UNDEVELOPED)
BERM (50-FOOT MINIMUM) AT BASE
FUTURE QUARRY OPERATIONS
OVERBURDEN STORAGE AREA
ZONING BOUNDARY AND IDENTIFICATION
THE PARCEL IS PERMITTED, REGULATED, AND INSPECTED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DIVISION OF MINERAL AND GEOLOGIC RESOURCES UNDER NPDES PERMIT TNG072004
A-1
PROPOSED TO M-2 (KINGSPORT)
FUTURE QUARRY OPERATIONS
OVERBURDEN STORAGE AREA
M-2
A-1
A-1
R-1
MX
A-1
ZONING DEVELOPMENT PLAN MAP WITH CONTOURS
MARTIN MARIETTA SOUTHEAST AGG OPERATIONS, LLC
MAP 094-PARCEL 014.00 (AIRPORT PARKWAY)
LAT. 36°-29'-24.62"N AND LONG. 82°-25'-12.26"W
CITY OF KINGSPORT, SULLIVAN COUNTY, TENNESSEE
SUBMITTALS AND REVISIONS
PROJECT NO. 15.38-17
GRIGGS & MALONEY INCORPORATED
Engineering & Environmental

CONCLUSION

Staff recommends sending a positive recommendation to rezone the property from the MX zone to the M-2 zone to the Board of Mayor and Aldermen. This recommendation is based upon conformance to the City's future land use plan.

CONDITIONS TO REZONING OF MARTIN MARIETTA TRI-CITIES PROPERTY IN

REZONING REQUEST NO.

The following conditions are incorporated in and made a part of Rezoning Request No. XXXX and shall be binding on the applicant and on such property:

1. Blasting shall not occur closer than 1000' to Holston Elementary unless and until a plan has been submitted to provide for safety at Holston Elementary to a high degree. The plan shall be submitted to the Kingsport Planning Department, who shall review and make a recommendation to the Mayor and Board of Aldermen. If Kingsport requires technical assistance to review such plan Martin Marietta shall pay the cost of an agreed blasting expert.
2. MM shall offer an inspection at its cost of Holston Elementary by a qualified independent professional blasting expert agreeable to the Sullivan County Board of Education to document its condition before any blasting is done on the rezoned property. The inspection shall generate a written report to the Sullivan County Board of Education.
3. All blasting shall be designed and performed by a blaster licensed by the State of Tennessee and shall comply with the Tennessee Blasting Standards Act.
4. No blast on the rezoned property shall exceed one-half of the limit found safe by the State of Tennessee in TCA Section 68-105-104 at the closest structure not owned by Martin Marietta.
5. Martin Marietta shall give notice by email or telephone to the Director of Schools or to a designated representative appointed by the Director of Schools on the morning of a blast planned for that day.
6. A seismograph to monitor each blast shall be placed by an independent monitoring company at Holston Elementary at a location agreed to by the Sullivan County Board of Education. Martin Marietta shall bear all costs of monitoring. If requested by the Sullivan County Board of Education Martin Marietta will place and pay for an additional monitor.
7. A written report for each blast shall be generated by the seismograph at Holtson Elementary and shall be provided to the Director of Schools within 24 hours of the blast. The report shall be in the same form and with the same information as given to Martin Marietta.
8. Martin Marietta will make an independent consulting expert in blast monitoring and impacts available at its cost to answer any questions the Sullivan County Board of Education has in the future.
9. Martin Marietta shall be responsible for any damage to Holston Elementary from blasting. If the Sullivan County Board of Education believes there has been such damage it shall give written notice to Martin Marietta of the nature of the damage

and the date it was caused. Thereafter Martin Marietta shall investigate the damage claim and seek in good faith to resolve it with the Sullivan County Board of Education. If the parties are unable to resolve the claim Martin Marietta agrees to submit to mediation by a mediator selected by the Sullivan County Board of Education.

10. Martin Marietta shall offer an inspection at its cost of any residential structure within 1000 feet of a blast before any blasting is done on the rezoned property. The inspection shall be done by a qualified professional blasting expert to document its condition. The inspection shall generate a written report to the owner.
11. At the request of any owner of a residential structure located within 1000' feet of any blast on the rezoned property, Martin Marietta shall pay for an independent blast monitoring company to place a seismograph on such property. The seismograph shall monitor each blast and Martin Marietta shall provide a written report of the results of each blast to the owner in the same form and with the same information as given to Martin Marietta.
12. Martin Marietta shall be responsible for any damage to a residential structure caused by a blast on the rezoned property. If a homeowner believes there has been such damage it shall give written notice to Martin Marietta of the nature of the damage and the date it was caused. Thereafter Martin Marietta shall investigate the damage claim and seek in good faith to resolve it with the owner. If the parties are unable to resolve the claim Martin Marietta agrees to submit to an independent mediator at the request of the homeowner.
13. If requested, Martin Marietta agrees to participate in a neighborhood notification process by email to give advance notice on the day of a planned blast.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 046G, Group A, Parcel 21.00, Located along Gibson Mill Road from the R-1B, Residential District to R-3, Low Density Apartment District

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-231-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 2026
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:

- Hold Public Hearing
- Approve Ordinance

Executive Summary:

If approved, this owner-initiated request would **rezone approximately .14 acres along Gibson Mill Road** from the **R-1B, Residential District to the R-3, Low Density Apartment District.**

During their June 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 8-0.

The proposed rezoning to R-3 is appropriate and would allow compatible duplex development as a modest increase in residential density without adversely impacting nearby properties. The request is consistent with the Compact Neighborhood placetype, which supports a mix of housing options and more efficient residential land use.

Supporting documentation, including standards of review and potential uses within the R-3 zone, is provided in the supplementary information.

One citizen spoke in opposition at the Planning Commission meeting, expressing concerns about the potential for low-income housing development in the neighborhood.

The notice of public hearing was published on June 29, 2026.

Attachments:

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

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

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 21, 2026 to consider the rezoning of Tax Map 046G, Group A, Parcel 21.00 located along Gibson Mill Road from the R-1B, Residential District to the R-3, Low Density Apartment 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 17.00:

BEGINNING AT A IRON PIN SET AT THE INTERSECTION OF WINDSOR ST AND LEE ST; THENCE S 39°09'50" E A DISTANCE OF 22.67' TO A DRILL HOLE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 27.82', WITH A RADIUS OF 318.00', WITH A CHORD BEARING OF S 36°39'30" E , WITH A CHORD LENGTH OF 27.81', TO A DRILL HOLE; THENCE S 52°00'00" W A DISTANCE OF 138.20' TO A IRON PIN FOUND; THENCE N 38°26'30" W A DISTANCE OF 50.00' TO A IRON PIN FOUND; THENCE N 51°48'30" E A DISTANCE OF 138.77'TO THE BEGINNING

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

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 6/29/2026

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG GIBSON MILL ROAD FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT 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 a portion of property located along Gibson Mill Road from the R-1B, Residential District to R-3, Low Density Apartment District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A IRON PIN SET AT THE INTERSECTION OF WINDSOR ST AND LEE ST; THENCE S 39°09'50" E A DISTANCE OF 22.67' TO A DRILL HOLE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 27.82', WITH A RADIUS OF 318.00', WITH A CHORD BEARING OF S 36°39'30" E , WITH A CHORD LENGTH OF 27.81', TO A DRILL HOLE; THENCE S 52°00'00" W A DISTANCE OF 138.20' TO A IRON PIN FOUND; THENCE N 38°26'30" W A DISTANCE OF 50.00' TO A IRON PIN FOUND; THENCE N 51°48'30" E A DISTANCE OF 138.77'TO THE BEGINNING

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS ($50.00) for each offense. Each occurrence shall constitute a separate offense.

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

_____
PAUL W. MONTGOMERY
Mayor

ATTEST:

_____
ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____

Supplementary Information – Gibson Mill Road Rezoning Request

Principal uses permitted in the R-3 District are as follows:
Single-family detached dwellings; Small group residential projects; Two-family dwellings; Multifamily dwellings; Dormitories, sorority or fraternity houses, boarding houses or lodging houses; Group residential projects.

Special exceptions are permitted only with the approval of the BZA and are allowed in the R-3 district as follows:
Nursing homes, rest homes, rehabilitation centers, hospitals, religious and charitable institutions, community centers (such as YMCA, etc.), day care nurseries, communication facilities.

Standards of Review:

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?** Yes. The proposed R-3 Low-Density Apartment District permits duplex dwellings, which are compatible with the surrounding residential development pattern. While the area may be primarily single-family (R-1B), duplexes are similar in scale and form and represent a modest increase in density.

2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The proposed rezoning introduces only one duplex (two total units), which is a low-intensity residential use. Compared to the existing R-1B district, the increase in density is incremental and not expected to create adverse impacts.

3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The properties have reasonable economic use under the existing R-1B zoning, which permits single-family residential development. However, the proposed R-3 classification allows for a slightly higher density that can better utilize the land while remaining consistent with the surrounding neighborhood character.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes. The proposed rezoning is consistent with the Future Land Use Map designation of Compact Neighborhood. This placetype encourages a mix of housing options, including duplexes, at a neighborhood scale. The request supports the intent of providing diverse and attainable housing while promoting efficient land use patterns.

   Proposed use: Duplex

   The Future Placetype Map recommends Compact Neighborhood

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?** Yes. The designation of the area as a Compact Neighborhood supports increased residential density and a mix of housing types. Additionally, the availability of infrastructure and the opportunity to introduce "missing middle" housing—such as duplexes—provide supporting grounds for approval.

Kingsport Regional Planning Commission

Rezoning Report **File Number REZONE26-0111**

Gibson Mill Road Rezoning

Property Information			
Address	Gibson Mill Road		
Tax Map, Group, Parcel	Tax Map 046G Group A Parcel 21.00		
Civil District	11		
Overlay District	n/a		
Placetype Designation	Compact Neighborhood		
Acres	Rezone Site .14 acres +/-		
Existing Use	vacant	**Existing Zoning**	R-1B
Proposed Use	duplex	**Proposed Zoning**	R-3

Owner /Applicant Information

Name: Kingsport Housing & Redevelopment Authority

Address: 906 E. Sevier Avenue

City: Kingsport

State: TN **Zip Code: 37660**

Intent: ***To rezone from R-1B (Residential District) to R-3 (Low Density Apartment District) to accommodate construction of a duplex.***

Planning Department Recommendation

The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:

- *The proposed rezoning to R-3 aligns with the Compact Neighborhood placetype and allows duplex development as a compatible, incremental increase in residential density.*
- *The request supports an efficient use of existing residential land while maintaining a low-density development pattern consistent with established neighborhood character.*

Staff Field Notes and General Comments:

- *Water and sewer available to the rezoning site.*
- *The development review team is supportive of the rezoning request.*

Planner:	Jessica McMurray	Date:	June 6, 2026
Planning Commission Action		**Meeting Date:**	**June 18, 2026**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

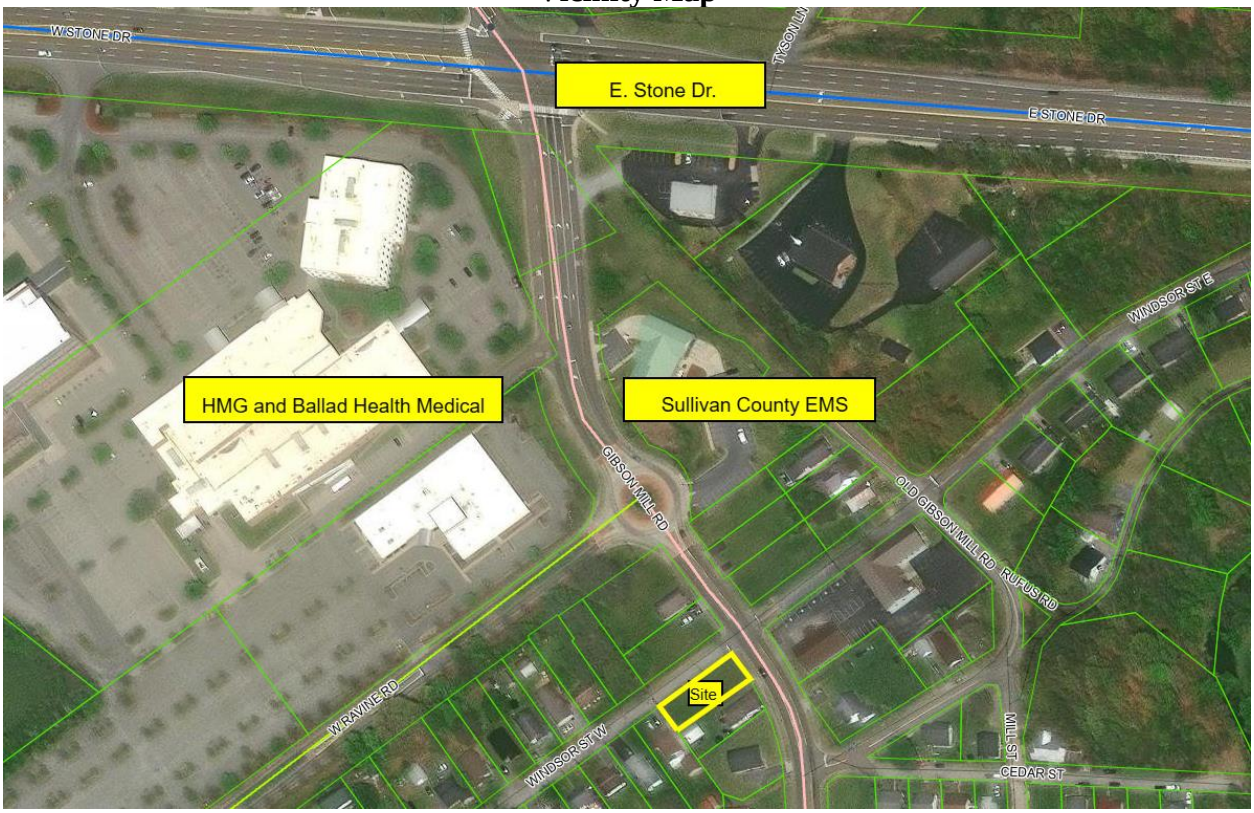
PROPERTY INFORMATION	
ADDRESS	Parcel 21.00
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1B (Residential District)
PROPOSED ZONING	R-3 (Low Density Apartment District)
ACRES	Rezone Site .14 acres +/-
EXISTING USE	vacant
PROPOSED USE	duplex

PETITIONER
ADDRESS **906 E. Sevier Avenue, Kingsport, TN 37660**

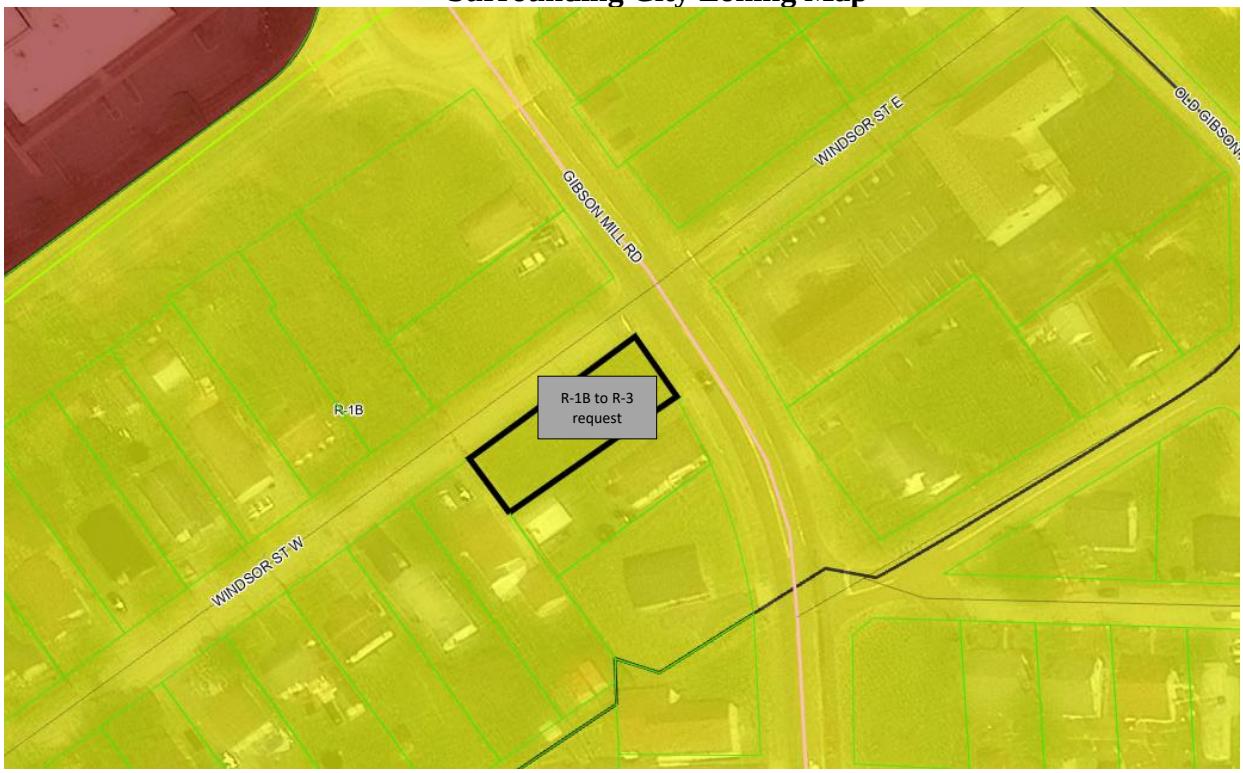
INTENT

To rezone from R-1B (Residential District) to R-3 (Low Density Apartment District) to accommodate construction of a duplex.

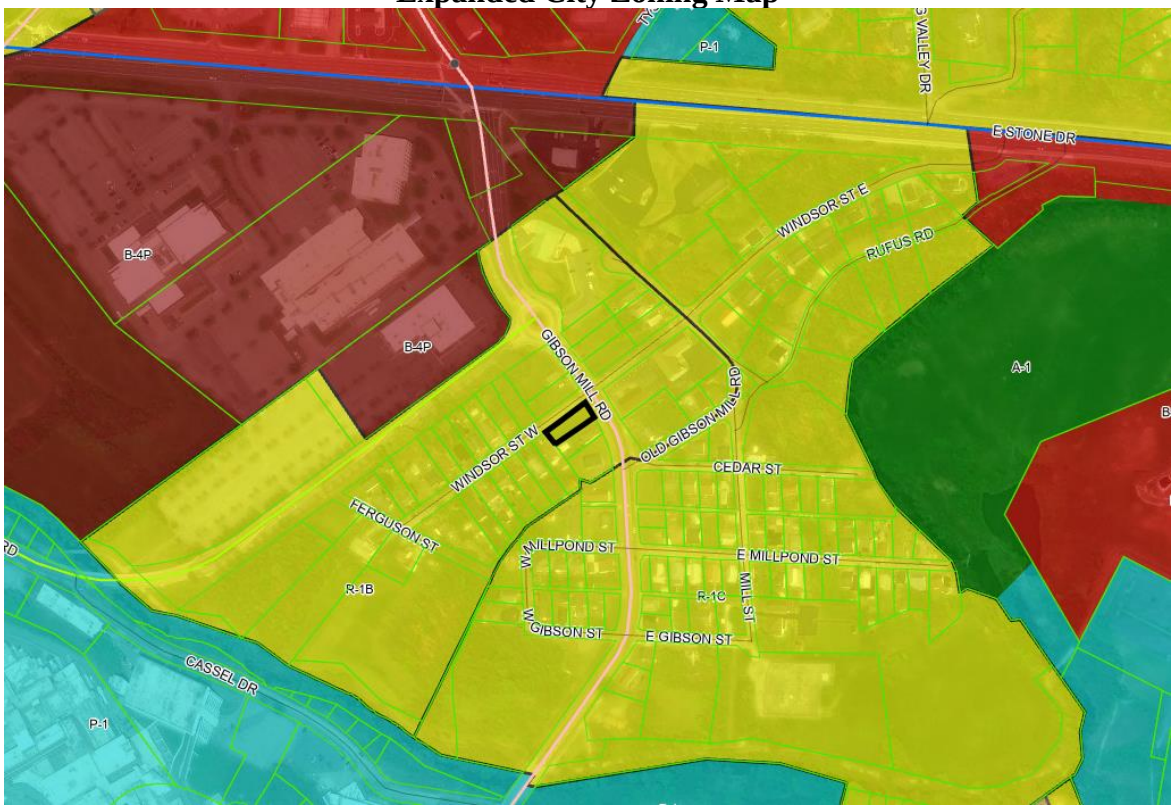
Vicinity Map



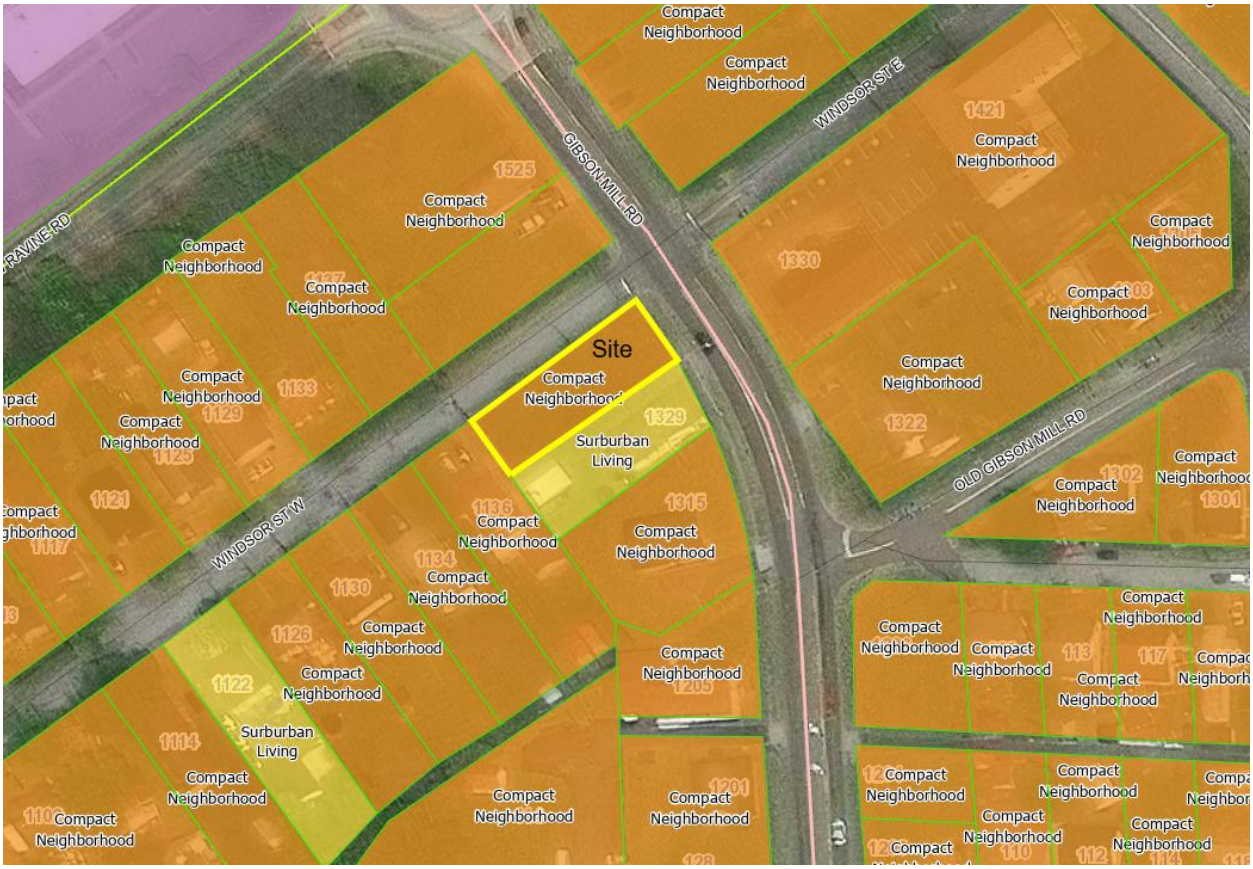
Surrounding City Zoning Map



Expanded City Zoning Map



Placetype Map



Placetype: Compact Neighborhood

Character and Intent

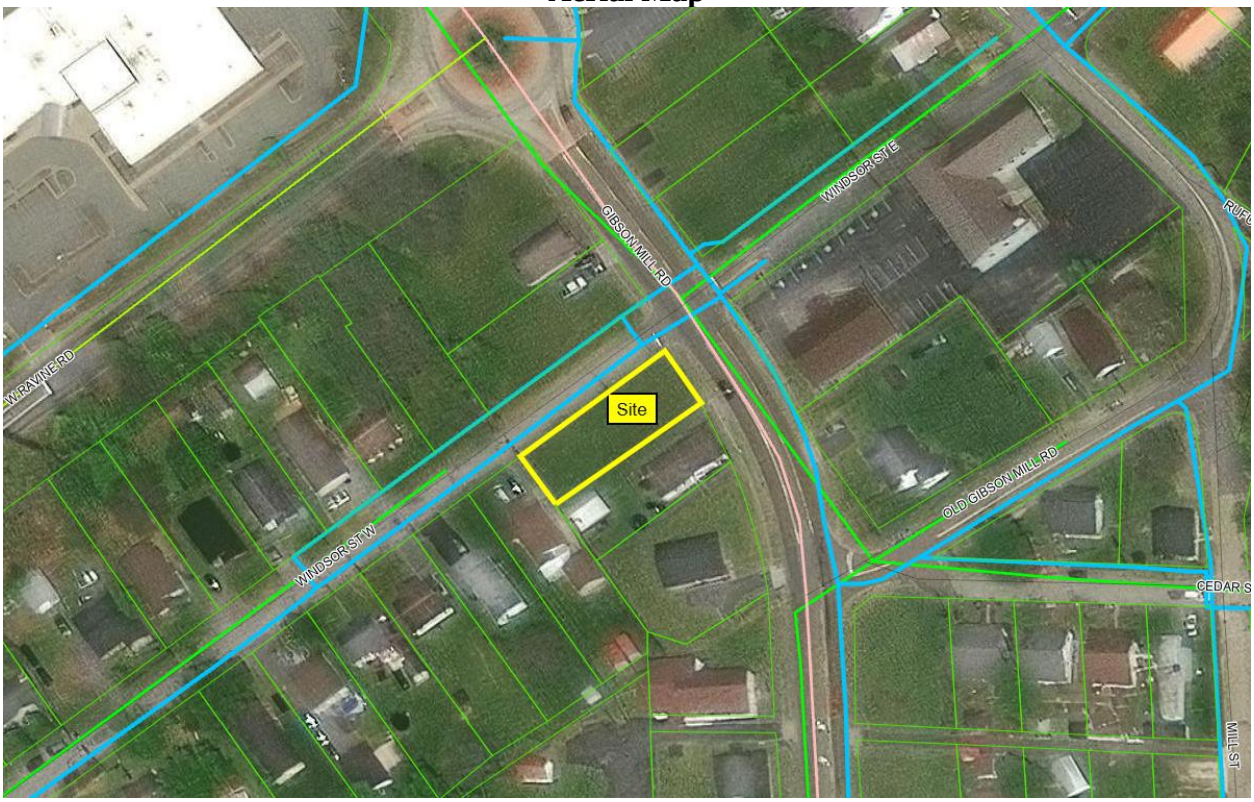
Can support a variety of housing types, including small-lot single-family detached homes, patio homes, townhomes, and duplexes, in a compact network of complete, walkable streets that are easy to navigate by car, bicycle, or foot. Many of Kingsport's original neighborhoods reflect this compact neighborhood pattern, with smaller lot sizes, a diversity of housing types, and a cohesive neighborhood scale. This traditional, walkable form of development has become increasingly desirable in recent decades and will continue to play an important role in Kingsport's residential land use mix as the city builds out its remaining developable areas.

Preferred Uses

Primary Uses:
Townhomes
Cottage Court
Patio homes
Small-lot-single-family residential
Neighborhood scale multiplexes
Neighborhood scale duplexes

Secondary Uses:
Civic and institutional uses
Parks and open space

Aerial Map


Site
GIBSON MILL RD
WINDSOR ST E
W RAVINE RD
WINDSOR ST W
OLD GIBSON MILL RD
CEDAR S
MILL ST

View from Gibson Mill Road Facing Site

Site View from Windsor Avenue

EXISTING USES LOCATION MAP

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	**1**	Zone: City B-4P Use: medical/commercial	
East	**2**	Zone: City R-1B Use: single-family	
South	**3**	Zone: City R-1B Use: single-family	
Southwest	**4**	Zone: City P-1 Use: medical	
West	**5**	Zone: City R-1B Use: single-family/parking	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 5, 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?** Yes. The proposed R-3 Low-Density Apartment District permits duplex dwellings, which are compatible with the surrounding residential development pattern. While the area may be primarily single-family (R-1B), duplexes are similar in scale and form and represent a modest increase in density.

2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The proposed rezoning introduces only one duplex (two total units), which is a low-intensity residential use. Compared to the existing R-1B district, the increase in density is incremental and not expected to create adverse impacts.

3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The properties have reasonable economic use under the existing R-1B zoning, which permits single-family residential development. However, the proposed R-3 classification allows for a slightly higher density that can better utilize the land while remaining consistent with the surrounding neighborhood character.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes. The proposed rezoning is consistent with the Future Land Use Map designation of Compact Neighborhood. This placetype encourages a mix of housing options, including duplexes, at a neighborhood scale. The request supports the intent of providing diverse and attainable housing while promoting efficient land use patterns.

   Proposed use: Duplex

   The Future Placetype Map recommends Compact Neighborhood

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?** Yes. The designation of the area as a Compact Neighborhood supports increased residential density and a mix of housing types. Additionally, the availability of infrastructure and the opportunity to introduce “missing middle” housing—such as duplexes—provide supporting grounds for approval.

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

CONCLUSION

Staff recommends approval of the rezoning from R-1B to R-3 based on its consistency with the Compact Neighborhood placetype and its support of duplex development.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Increase Court Costs

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-224-2026	Final Adoption:	August 4, 2026
Work Session:	July 20, 2026	Staff Work By:	Finance/Police Dept. Staff
First Reading:	July 21, 2026	Presentation By:	Travis Bishop

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, this ordinance will amend Section 30-29 of the Kingsport Municipal Code to increase Municipal Court costs to $106.50 per case from the current amount of $85.00 per case. Municipal court costs are assessed to help offset a portion of the City's expenses associated with operating the Municipal Court, including judicial administration, court personnel, records management, technology, and other court-related services. Court costs are separate from fines and are authorized under Tennessee law. The City's current court costs have not kept pace with the increasing costs of administering the Municipal Court. Expenses related to personnel, software, records retention, cybersecurity, and operational support have continued to rise.

The increase is authorized under Tennessee Code Annotated §16-18-304 and will help offset the City's costs of administering Municipal Court while maintaining compliance with Tennessee law. The proposed increase will better align court cost revenue with the actual cost of providing municipal court services while remaining consistent with state law.

Attachments:
1. Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 30 -29 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATING TO COURT COSTS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Board of Mayor and Aldermen finds that the operation of the Kingsport Municipal Court requires substantial expenditures for personnel, judicial administration, facilities, records management, information technology, security, and other operating expenses; and

WHEREAS, Tennessee law authorizes municipalities to establish reasonable court costs by ordinance and to levy a local litigation tax as authorized by state law; and

WHEREAS, Section 30-29, "Court Costs," of the Code of Ordinances establishes current court costs for the City of Kingsport, Tennessee; and

WHEREAS, the Board of Mayor and Aldermen finds that an amendment to Section 30-29 is necessary for court costs assessed to more closely aligned with the cost of administering the Municipal Court and to promote the efficient administration of justice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KINGSPORT, TENNESSEE:

SECTION I. That Section 30-29, of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended in its entirety to read as follows:

Sec. 30-29. Municipal Court Costs.

(a) In every case in which a defendant is found guilty, enters a plea of guilty or nolo contendere, forfeits bond, or otherwise incurs liability for court costs under applicable law, there shall be assessed and collected a Municipal Court Cost in the amount of One Hundred Six Dollars and fifty cents ($106.50).

(b) Pursuant to authority granted in Tennessee Code Annotated, § 67-4-601, the court shall additionally levy a local litigation tax in the amount of thirteen dollars and seventy-five cents ($13.75) in all cases on which state litigation tax is levied.

(c) Additionally, the court clerk of the city court is authorized and directed to collect and transmit any litigation tax, fee, or assessment required to be collected by the state on court citations or cases.

(d) Two Dollars ($2.00) of each Municipal Court Cost collected shall be remitted as required by Tennessee law for municipal court judge and clerk education.

(e) This section shall automatically amend upon the effective date of any state law which assess a new, or modifies an existing, litigation tax, fee, or assessment.

SECTION II. Resolution No: 2026-272 is hereby amended to remove all references to court cost.

SECTION III. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV. 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.

_____
PAUL W. MONTGOMERY
Mayor

ATTEST:

_____
ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III
City Attorney

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

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

Action Form No.: AF-218-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 2026
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:

If approved, The General Fund is being amended by accepting $158 from Concrete Roads and Sidewalks Project (NC2501).

General Projects-Special Revenue Fund is being amended by accepting a grant from the Tennessee Arts Commission in the amount of $15,500 in TAC Creative Partnership Support Project (NC2613), by transferring $9,291 from Parks and Recreation Commission to the Senior Center Improvement Project (NC2218), and by transferring the remaining funding $24,167 in Observation Tower Project (NC2415) to GP2206 and GP2612 and closing project NC2415 and NC2218, by transferring $12,778 from TN Opioid Settlements Project to Future Project Funding Project (GP9999), and by transferring $158 from Concrete Roads/Sidewalks (NC2501) to General Fund

General Projects Fund is being amended by reclassing $108 from GP1727 Transit Garage Project to GP2614 to close out project GP1727 Transit Garage Project, by transferring $15,240 from GP2204 Bike Park to GP2612 in amount of $14,549 and to GP2214 in the amount of $691, by transferring $6,589 from BMP Nature Center (GP2215) to BMP Nature Center Phase 2 (GP2612), closing out GP2214, GP2215 and GP2204.

Attachments:
1. Budget Ordinance

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

ORDINANCE NO. _____

PRE-FILED CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance No. 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code* Annotated, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance No. 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund: 110	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
	$ -	**$ -**	**$ -**
Expenses			
110-4804-481.70-35 To Gen Proj-Specia Rev	4,835,763	4,835,605	(158)
Total	**$ 4,835,763**	**$ 4,835,605**	**$ (158)**
Change in Fund Balance			$ 158

General Projects Fund: 111 **Senior Center Improvement (NC2218)**	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
111-0000-391.65-00 FROM P&R COMMISSION	116,061	125,352	9,291
Total	**$ 116,061**	**$ 125,352**	**$ 9,291**
Expenses			
111-0000-601.20-22 CONSTRUCTION CONTRACTS	412,718	413,896	1,178
111-0000-601.20-23 ARCH/ENG/LANDSCAPING	8,591	16,704	8,113
Total	**$ 421,309**	**$ 430,600**	**$ 9,291**
Change in Project Fund Balance			$ -

General Projects Fund: 111 Observation Tower (NC2415)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.62-00 BAYS MTN PARK COMM FUND	61,300	37,133	(24,167)
Total	**$ 61,300**	**$ 37,133**	**$ (24,167)**
Expenses			
111-0000-601.90-03 Improvements	223,025	198,858	(24,167)
Total	**$ 223,025**	**$ 198,858**	**$ (24,167)**
Change in Project Fund Balance			$ -

General Projects Fund: 111 TN OPIOID SETTLEMENTS (NC2420)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-361.22-00 INT LGIP	-	12,778	12,778
Total	**$ -**	**$ 12,778**	**$ 12,778**
Expenses			
111-0000-601.70-36 Transfer to General Project Fund	-	12,778	12,778
Total	**$ -**	**$ 12,778**	**$ 12,778**
Change in Project Fund Balance			$ -

General Projects Fund: 111 CONCRETE ROADS/SIDEWALKS (NC2501)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 FROM GENERAL FUND	175,000	174,842	(158)
Total	**$ 175,000**	**$ 174,842**	**$ (158)**
Expenses			
111-0000-601.20-22 CONSTRUCTION CONTRACTS	175,000	174,842	(158)
Total	**$ 175,000**	**$ 174,842**	**$ (158)**
Change in Project Fund Balance			$ -

General Projects Fund: 111 TAC Creative Partnership Support (NC2613)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-332.32-00 TN Arts Commission	-	15,500	15,500
Total	**$ -**	**$ 15,500**	**$ 15,500**
Expenses			
111-0000-601.20-20 Professional/Consultant	-	15,500	15,500
Total	**$ -**	**$ 15,500**	**$ 15,500**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Transit Garage Project (GP1727)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	448,847	448,739	(108)
Total	**$ 448,847**	**$ 448,739**	**$ (108)**
Expenses			
311-0000-601.90-03 Improvements	632,801	632,693	(108)
Total	**$ 632,801**	**$ 632,693**	**$ (108)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Bike Park and Lighting (GP2204)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.69-00 Visitors Enhancement Fund	21,559	6,319	(15,240)
Total	**$ 21,559**	**$ 6,319**	**$ (15,240)**
Expenses			
311-0000-601.90-03 Improvements	1,488,871	1,473,631	(15,240)
Total	**$ 1,488,871**	**$ 1,473,631**	**$ (15,240)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 BAYS MTN EXHIBITS (GP2206)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.35-00 From Gen Proj Spec Rev Fund	-	10,754	10,754
Total	**$ -**	**$ 10,754**	**$ 10,754**
Expenses			
311-0000-601.20-23 ARCH/ENG/LANDSCAPING	5,050	15,804	10,754
Total	**$ 5,050**	**$ 15,804**	**$ 10,754**
Change in Project Fund Balance			$ -

General Projects Fund: 311 FOXDEN PLAYGROUND (GP2214)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.69-00 Visitors Enhancement Fund	100,000	100,691	691
Total	**$ 100,000**	**$ 100,691**	**$ 691**
Expenses			
311-0000-601.90-03 Improvements	960,256	960,947	691
Total	**$ 960,256**	**$ 960,947**	**$ 691**
Change in Project Fund Balance			$ -

General Projects Fund: 311 BMP NATURE CENTER (GP2215)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.62-00 BAYS MTN PARK COMM FUND	831,229	824,640	(6,589)
Total	**$ 831,229**	**$ 824,640**	**$ (6,589)**
Expenses			
311-0000-601.20-23 ARCH/ENG/LANDSCAPING	20,670	14,081	(6,589)
Total	**$ 20,670**	**$ 14,081**	**$ (6,589)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 BIKE PARK (GP2610)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.69-00 Visitors Enhancement Fund	-	14,549	14,549
Total	**$ -**	**$ 14,549**	**$ 14,549**
Expenses			
311-0000-601.90-03 Improvements	795,000	809,549	14,549
Total	**$ 795,000**	**$ 809,549**	**$ 14,549**
Change in Project Fund Balance			$ -

General Projects Fund: 311 BMP NATURE CENTER PHASE 2 (GP2612)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.35-00 From Gen Proj Spec Rev Fund	-	13,413	13,413
311-0000-391.62-00 BAYS MTN PARK COMM FUND	650,372	656,961	6,589
Total	**$ 650,372**	**$ 670,374**	**$ 20,002**
Expenses			
311-0000-601.90-03 Improvements	2,077,600	2,097,602	20,002
Total	**$ 2,077,600**	**$ 2,097,602**	**$ 20,002**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Transit Garage Project (GP2614)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	69,335	69,443	108
Total	**$ 69,335**	**$ 69,443**	**$ 108**
Expenses			
311-0000-601.90-03 Improvements	110,707	110,815	108
Total	**$ 110,707**	**$ 110,815**	**$ 108**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Future Project Funding (GP9999)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.35-00 From General Proj - Spec Rev	-	12,778	12,778
Total	**$ -**	**$ 12,778**	**$ 12,778**
Expenses			
311-0000-601.90-03 Improvements	589,123	601,901	12,778
Total	**$ 589,123**	**$ 601,901**	**$ 12,778**
Change in Project Fund Balance			$ -

Parks and Recreation Commission Fund: 613	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
Total	**$ -**	**$ -**	**$ -**
Expenses			
613-4804-481.70-35 TRANSFER TO GEN PROJECT	-	9,291	9,291
Total	**$ -**	**$ 9,291**	**$ 9,291**
Change in Fund Balance			$ (9,291)

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

_____

PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT III, City Attorney

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

CITY OF KINGSPORT
FISCAL YEAR 2025-2026
BUDGET AMENDMENT AF-218-2026

ITEM ONE: Close NC2218 Senior Center Improvement Project
Transfer $9,291 from Parks and Recreation Fund balance to cover expenses and close out NC2218 Senior Center Improvement Project.

ITEM TWO: Receive FY26 TN Arts Commission Grant Income and Set Up FY26 Project for TAC Creative Partnership
To budget receipt of $15,500 grant income received from the Tennessee Arts Commission to reimburse FY2026 community art expenditures. The match requirement for this grant was met through the office of cultural arts operating budget.

ITEM THREE: Transfer $108 from old Transit Garage Project to Most Current Project
Transfers $108 to new project GP2614 and closes out old project GP1727.

ITEM FOUR: Transfer Remaining Funds of $24,167 From NC2415 Observation Tower back to Bays Mountain Park Commission Fund
The project is finished and this will close out NC2415 and send the to GP2612 BMP Nature Center Phase 2 in the amount of $13,413 and to GP2206 Bays Mtn Exhibits in the amount of $10,754.

ITEM FIVE: Establish Budget for Interest Earned in TN Opioid Settlements Project NC2420
Establish Budget for Interest Earned in TN Opioid Settlements Project NC2420 and transfer to GP9999 for restricted use later and close NC2420.

ITEM SIX: Close out NC2501 Concrete Roads/Sidewalks
Transfers remaining $158 back to General Fund from which it came and closes out NC2501.

ITEM SEVEN: Close out GP2204 Bike Park and Lighting
Decreases budget for revenues and expenditures for GP2204 Bike Park and Lighting Project and closes out the project. Transfers $691 to GP2214 Fox Den Playground Project and $14,549 to GP2610 Bike Park Project.

ITEM EIGHT: Closes out GP2215 BMP Nature Center
Transfers $6,589 to GP2612 BMP Nature Center Phase 2 and closes out GP2215 BMP Nature Center.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027

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

Action Form No.: AF-223-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 2026
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:

If approved, the General Fund is being amended by accepting $36,156 from General Purpose School Fund to cover their portion of costs related to School Crossing Guards and by increasing expense account 110-3001-441-20-20 Professional Consultant for additional services needed.

The Urban Mass Transit Fund be amended by accepting $112,448 in Federal Department of Transportation grant and $9,922 in state of Tennessee Department of Transportation grant for transit vehicle replacement in the KATS fleet.

The Water fund be amended by increasing budget for Admin recover from Sewer Fund and Solid Waste Fund to cover the cost of SBITA software subscription in the amount of $155,000.

The Sewer Fund be amended by increasing admin expense - water in the amount of $55,800.

The Stormwater Fund be amended by increasing admin expense - water in the amount of $7,750.

The Water Project Fund be amended by transferring $108,000 from WA2408 – Fieldcrest Annexation Project to WA2007 – WTP High Service Improvement.

The Sewer Project Fund will be amended to accept the previously budgeted transfer of $4,078,125 from the Sewer Fund to establish the new Sewer Project Fund project, Future Sewer Projects (GP9999).

Attachments:
1. Budget Ordinance

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2026-2027 budget by passage of Ordinance No. 7267; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code* Annotated, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance No. 7267 is hereby amended increasing(decreasing) the fiscal year 2026-2027 budget as follows:

General Fund: 110	**Original FY 2027 Budget**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-391.21-00 From School Fund	-	36,156	36,156
	$ -	**$ 36,156**	**$ 36,156**
Expenses			
110-3001-441-20-20 Professional Consultant	80,000	98,000	18,000
Total	**$ 80,000**	**$ 98,000**	**$ 18,000**
Change in Fund Balance			$ 18,156

URBAN MASS TRANSIT ASST: 123 SECT 5339 CAPITAL GRANT (FTA040)	**Original FY 2027 Budget**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
123-0000-331.20-00 UMTA SECTION 9	-	112,448	112,448
123-0000-332.90-00 DEPT OF TRANSPORTATION	-	9,922	9,922
123-0000-391.01-00 FROM GENERAL FUND	-	9,922	9,922
Total	**$ -**	**$ 132,292**	**$ 132,292**
Expenses			
123-5902-602.90-06 PURCHASES OVER $5,000	-	132,292	132,292
Total	**$ -**	**$ 132,292**	**$ 132,292**
Change in Project Fund Balance			$ -

Water Fund: 411	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
411-0000-393.42-04 Admin Recovery - Sewer Fund	273,000	328,800	55,800
411-0000-393.892-04 Admin Recovery - SW Fund	36,400	44,150	7,750
Total	**$ 309,400**	**$ 372,950**	**$ 63,550**
Expenses			
411-5002-501.20-90 SBITA Software Subscription	-	155,000	155,000
Total	**$ -**	**$ 155,000**	**$ 155,000**
Change in Fund Balance			$ (91,450)

Sewer Fund: 412	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
	-	-	-
Total	**$ -**	**$ -**	**$ -**
Expenses			
412-5002-501.40-79 ADMIN EXP WATER	273,000	328,800	55,800
Total	**$ 273,000**	**$ 328,800**	**$ 55,800**
Change in Fund Balance			$ (55,800)

Stormwater Fund: 417	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
	-	-	-
Total	**$ -**	**$ -**	**$ -**
Expenses			
417-5017-501.40-79 ADMIN EXP WATER	35,311	43,061	7,750
Total	**$ 35,311**	**$ 43,061**	**$ 7,750**
Change in Fund Balance			$ (7,750)

Water Project Fund: 451 WTP High Service Imp (WA2007)	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
451-0000-391.05-72 Series 2023 GO Imp Bonds	-	108,000	108,000
Total	**$ -**	**$ 108,000**	**$ 108,000**
Expenses			
451-0000-605.20-23 Engineering	8,473,700	8,581,700	108,000
Total	**$ 8,473,700**	**$ 8,581,700**	**$ 108,000**
Change in Project Fund Balance			$ -

Water Project Fund: 451 Fieldcrest Annex (WA2408)	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
451-0000-391.05-72 Series 2023 GO Imp Bonds	1,932,586	1,824,586	(108,000)
Total	**$ 1,932,586**	**$ 1,824,586**	**$ (108,000)**
Expenses			
451-0000-605.90-03 Improvements	1,914,714	1,806,714	(108,000)
Total	**$ 1,914,714**	**$ 1,806,714**	**$ (108,000)**
Change in Project Fund Balance			$ -

Sewer Project Fund: 452 (SW2204) SLS Improvements	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
452-0000-391.05-69 GO Bonds Series 2021	1,286,400	717,703	(568,697)
Total	**$ 1,286,400**	**$ 717,703**	**$ (568,697)**
Expenses			
452-0000-606.90-03 Improvements	1,276,400	707,703	(568,697)
Total	**$ 1,276,400**	**$ 707,703**	**$ (568,697)**
Change in Project Fund Balance			$ -

Sewer Project Fund: 452 (SW2609) SW EXT BANCROFT CHAPEL RD	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
452-0000-391.05-69 GO Bonds Series 2021	-	568,697	568,697
Total	**$ -**	**$ 568,697**	**$ 568,697**
Expenses			
452-0000-606.20-23 Engineering	56,000	624,697	568,697
Total	**$ 56,000**	**$ 624,697**	**$ 568,697**
Change in Project Fund Balance			$ -

Sewer Project Fund: 452 (SW9999) Sewer Future Project Funding	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
452-0000-391.05-69 From Sewer Fund	-	4,078,125	4,078,125
Total	**$ -**	**$ 4,078,125**	**$ 4,078,125**
Expenses			
452-0000-606.20-23 Engineering	-	4,078,125	4,078,125
Total	**$ -**	**$ 4,078,125**	**$ 4,078,125**
Change in Project Fund Balance			$ -

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

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT III, City Attorney

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

CITY OF KINGSPORT
FISCAL YEAR 2026-2027
BUDGET AMENDMENT AF-223-2026

ITEM ONE: Budget Increase for School Crossing Guard Services

This budget adjustment recognizes $36,156 in funding transferred from the General-Purpose School Fund to the General Fund to reimburse the school's share of crossing guard services. The adjustment increases the Police Department's Professional Services expenditure budget to cover higher contract costs resulting from increased service hours needed to accommodate students arriving early for school breakfast programs.

ITEM TWO: Acceptance of Section 5339 Capital Grant into the UMTA Fund

On March 17, 2026, the Board of Mayor and Aldermen (BMA) approved UMTA's application for a Section 5339 Capital Grant to replace a transit vehicle in the KATS fleet. This budget adjustment appropriates the grant funds that have since been awarded.

ITEM THREE: Budget Increase for Hansen Utility Billing Software

The City's CIS utility billing software (Hansen) was implemented in April 2026. The anticipated FY 2027 software cost is $155,000. This budget adjustment allocates the software expense to the appropriate enterprise funds through the administrative charge as follows: Water Fund – $91,450; Sewer Fund – $55,800; and Stormwater Fund – $7,750.

ITEM FOUR: Budget Increase for WA2007 – WTP High Service Improvement

A contract amendment with CDM for the WA2007 Water Treatment Plant High Service Improvement Project will be presented to the BMA for consideration on August 4. This budget adjustment transfers $108,000 from Water Project Fund Project WA2408 – Fieldcrest Annexation to fund the amendment.

ITEM FIVE: Budget Increase for SW2609 – SW Extension at Bancroft Chapel Road

A budget increase is requested for Project SW2609 to account for the addition of a 6% construction contingency and 14% engineering and design fees. The increase will be funded through a transfer of General Obligation (GO) Bond funds from Project SW2204 – SLS Improvements to Project SW2609. Staff recommends this transfer because Project SW2609 is better positioned to utilize the available bond funds in a more timely and strategic manner than Project SW2204.

ITEM SIX: Establish Future Sewer Project Fund GP9999

This budget adjustment establishes a Future Sewer Project GP9999 in the Sewer Project Fund by transferring the amount budgeted for capital projects from the Sewer Fund (Fund 412) to the Sewer Project Fund (Fund 452). This transfer provides the funding necessary for future sewer capital improvement projects. Staff recommends setting these funds aside in the Sewer Project Fund to clearly identify the cash available for future capital projects, improving financial planning, project tracking, and ensuring that funds designated for sewer infrastructure improvements remain available for their intended purpose.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2027 School General Purpose Fund Budget and the General Project Fund Budget

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-207-2026	Final Adoption:	August 4, 2026
Work Session:	July 20, 2026	Staff Work By:	David Frye
First Reading:	July 21, 2026	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, the General Purpose School Fund budget will be increased by $31,500 from a donation from Ballad Health to fund reset rooms at seven schools and by $700,000 for an appropriation from Fund Balance. The funds coming from the Fund Balance are TISA Growth Funds that were received in June 2026.

The Fund Balance funds will be transferred to the General Project Fund to provide additional funding for the Dobyns-Benett Renovation project ($430,000) and the Lynn Garden Elementary School project ($270,000). The Dobyns-Bennett funds will be used for renovations to the old front office and the replacement of the fire shutters between the old building and the new science and technology building. The Lynn Garden funds will used for the site development portion of the project.

The Board of Education approved this budget amendment at their meeting on July 14, 2026.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Two – General Purpose School Funds FY 27

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2027; 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 Other Local Revenue by $31,500 and Fund Balance Appropriations by $700,000. The expenditure budget will be amended by increasing the appropriations for Non-Instructional Equipment accounts by $31,500 and Fund Transfers by $700,000. $700,000 will be transferred to the General Project Fund. The General Project Fund budget will be amended by increasing the appropriation for the Dobyns-Bennett Renovations project by $430,000 and the Lynn Garden Elementary School project by $270,000 from funds transferred from the General Purpose School fund.

Fund 141: General Purpose School Fund

Revenues:	**$**	**$**	**$**
141-0000-369-4990 Other Local Revenue	100,000	31,500	131,500
141-0000-392-0100 Fund Balance Appropriations	1,808,500	700,000	2,508,500
Totals	**1,908,500**	**731,500**	**2,640,000**

Expenditures:	**$**	**$**	**$**
141-7600-871-0790 D-B Non-Inst Equip	41,007	4,500	45,507
141-7610-871-0790 Jefferson Non-Inst Equip	8,899	4,500	13,399
141-7620-871-0790 Johnson Non-Inst Equip	9,392	4,500	13,892
141-7630-871-0790 Kennedy Non-Inst Equip	5,501	4,500	10,001
141-7635-871-0790 Lincoln Non-Inst Equip	8,418	4,500	12,918
141-7640-871-0790 Washington Non-Inst Equip	9,105	4,500	13,605
141-7658-871-0790 DBE Non-Inst Equip	3,000	4,500	7,500
141-7950-881,0590 Transfers to Other Funds	225,000	700,000	925,000
Totals	**310,322**	**731,500**	**1,041,822**

Fund 311: General Project Fund

Dobyns-Bennett Renovations (GP2111)

Revenues:	**$**	**$**	**$**
311-0000-368-1051 G.O. Bonds Series 2015A	25,000	0	25,000
311-0000-368-1054 G.O. Bonds Series 2016	193,621	0	193,621
311-0000-368-1056 G.O. Bonds Series 2018A	69,799	0	69,799
311-0000-368-1066 G.O. Bonds Series 2019	927,267	0	927,267
311-0000-368-1069 G.O. Bonds Series 2021	3,158,750	0	3,158,750
311-0000-368-1072 G.O. Bonds Series 2023	102,761	0	102,761
311-0000-368-2101 Premium from Bond Sale	625,765	0	625,765
311-0000-391-2100 Transfers from School Fund	711,870	430,000	1,141,870
Total:	**5,814,833**	**430,000**	**6,244,833**

Expenditures:	**$**	**$**	**$**
311-0000-601-2022 Construction Contracts	5,450,157	312,000	5,762,157
311-0000-601-2023 Architect Fees	210,000	118,000	328,000
311-0000-601-4041 Bond Sale Expense	76,032	0	76,032
311-0000-901-9004 Equipment	78,644	0	78,644
Total:	**5,814,833**	**430,000**	**6,244,833**

Lynn Garden Elementary School (GP2507)

Revenues:	**$**	**$**	**$**
311-0000-368-1073 G.O. Bonds Series 2026A	2,407,521	0	2,407,521
311-0000-368-2101 Premium from Bond Sale	218,798	0	218,798
311-0000-39102100 Transfer from School Fund	4,619,798	270,000	4,889,798
Totals:	**7,246,117**	**270,000**	**7,516,117**

Expenditures:	**$**	**$**	**$**
311-0000-601-2022 Construction Contracts	4,269,798	0	4,269,798
311-0000-601-2023 Architect Fees	2,950,000	270,000	3,220,000
311-0000-601-4041 Bond Sale Expense	26,319	0	26,319
Totals:	**7,246,117**	**270,000**	**7,516,117**

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.

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

July 14, 2026

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2026-2027
BUDGET AMENDMENT NUMBER TWO

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: TISA GROWTH FUNDS/FUND BALANCE

We were recently notified that Kingsport City Schools qualified for TISA growth funds in FY 26. This is calculated by applying the FY 27 TISA enrollment numbers and using the FY 26 TISA factors and comparing the difference in the amounts generated. Due to the change in using the 1.6 multiplier for concentrated poverty, the growth calculated for Kingsport City Schools was 1.56 %. This resulted in growth funds of $764,284.

These funds were accrued and posted as FY 26 revenue and will be added to the Unreserved Fund Balance at the end of FY 26. In order the spend these funds they will have to be appropriated from the fund balance and added to the FY 27 budget. At this time there are $700,000 in expenses related to the Lynn Garden Elementary School project and the Dobyns-Bennett Renovation project that funding is being recommended for. Details of the expenses will be shown below in narrative for each of these projects.

At this time, it is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Fund Transfers be increased by $700,000. It is further recommended that $270,000 of these funds be transferred to the Lynn Garden Elementary School project and $430,000 be transferred to the Dobyns-Bennett Renovation project.

ITEM TWO: BALLLAD HEALTH DONATION FOR RESET ROOM

We are receiving another donation from Ballad Health to fund reset rooms in our schools. This donation is for $31,500 and will fund reset rooms for the 7 remaining schools. The schools funded with this donation are Dobyns-Bennett, D-B Excel, Jefferson, Johnson, Kennedy, Lincoln, and Washington. Reset Rooms are provided to aid in positive mental health and stress reduction for students and teachers.

It is recommended estimated revenue for Other Local Revenue and the appropriations for Non-Instructional Equipment be increased by $31,500.

ITEM THREE: FY 27 BUDGET RECONCILIATION WITH THE CITY

You will recall that budget amendment number one appropriated an additional $200,000 of TISA funds to the FY 27 budget. These funds are being used to fund a custodial pay reclassification. Due to miscommunication, the City of Kingsport made a change to the original budget and on second reading of the FY 27 Budget Ordinance increased the General Purpose School Fund budget by $244,400. This amount represents additional TISA funds from the May TISA estimate. These funds were appropriated for the custodial pay increase and for the purchase of the Transportation Software. In order to bring the Board of Education's approved budget in line with the City of Kingsport's approved budget, it is necessary to increase the budget by $44,400.

It is recommended that the estimated revenue for TISA funds and the appropriation for transportation software be increased by $44,400.

Item three of this Board of Education budget amendment will not be included in the Budget Ordinance presented to the Board of Mayor and Aldermen.

GENERAL PROJECT FUND

Lynn Gargen Elementary School

To date the following funds have been appropriated for this project.

General Purpose School Funds	$4,619,798
City of Kingsport Bond Funds	2,600,000
Total	$7,219,798

Current and Future Obligation

Current Obligations	
Advertising Fees	$ 500
Architect Fees	912,767
Projected Obligations	
Architect Fees	2,265,000
State Fire Marshall Fees	50,000
Demolition and Site Work	4,000,000
Contingency	240,000
Miscellaneous	21,531
Total	$7,489,798
Balance	$ (270,000)

It is recommended that the estimated revenue for School Fund Transfers and the appropriations for Architect Fees and Construction Contracts be increased by $270,000.

Dobyns-Bennett Renovations

There were various alternates that were not accepted on this project, due to a lack of funding. With the new TISA growth funds, it is now being recommended that 3 of the remaining alternates be accepted. The alternates are:

Alternate 1 – Renovation of the old office area	$236,000
Alternate 2 – Fire shutter replacement	$160,000
Alternate 9A – IT wiring for new classrooms	$106,000

These alternates total $502,000 and a 6% contingency on these items is $30,120. In addition to

these items, it is also recommended that the clocks throughout the school be replaced. This was an alternate in the bid, but it is recommended that this work be handled outside of the Construction Partners contract. The necessary quotes will be requested, and a separate purchase order will be issued. It is anticipated that this will cost $40,000 to $50,000.

Currently there is $152,668 available in this project and the total of the above work is $582,120.

It is recommended that the estimated revenue for School Fund Transfers and the appropriations be increased by $430,000.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

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

Action Form No.: AF-192-2026
Work Session: June 15, 2026
First Reading: June 16, 2026

Final Adoption: July 21, 2026
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:
If approved, the General Fund is being amended by increasing $23,994 10-4804-481.70-35 transfers to General Project Special Revenue Fund, decreasing General Fund balance by $23,994 to fund the 50% local match for the grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest Project (NC2612). The grant funds previously appropriated in AF-175-2026, by increasing interest from investments line by $400,000, increasing parks and recreation repairs and maintenance line by $37,801 for emergency repairs, increasing bank service charges by $61,266, increasing merchant account fees by $37,000 and increasing grants to Petworks by $259,939 to pay their debt payment due on July 1.

The State Street Aid Fund be amended by decreasing Gas and Motor Fuel Tax projected revenues by $65,995, decreasing fund balance appropriations by $34,005 and by decreasing electric – streetlights expense by $100,000.

The Library Governing Board Fund be amended by accepting $4,651 donation from the Friends of the Library organization.

The General Projects Fund Dental Clinic (GP2504) project is amended to: (1) increase the Interest Earnings line by $159,040; (2) reclassify $6,500,000 from the From General Fund Revenue line to the Miscellaneous Other State Revenue line to reflect the direct appropriation grant received from the State of Tennessee for this project; and (3) increase the transfer to IDBK for the remaining project funds by $2,809,040, as IDBK will complete Phases 2 and 3 of the project, and by closing out the GP1727 Transit Garage Project and transferring the remaining funding to the GP2614 Transit Garage Project, completed project assets can be capitalized, while ensuring sufficient funding remains available for items that are still in progress.

Attachments:
1. Budget Ordinance

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

ORDINANCE NO. _____

PRE-FILED CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance No. 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code* Annotated, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance No. 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund: 110	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-361.10-00 Interest from Investments	1,045,000	1,465,000	420,000
	$ 1,045,000	**$ 1,465,000**	**$ 420,000**
Expenses			
110-4033-463.20-55 Repairs & Maint. Parks	-	37,801	37,801
110-2001-421.40-12 Bank Service Charges	80,000	141,266	61,266
110-2001-421.40-71 Merchant Account Fees	220,000	257,000	37,000
110-4804-481.70-35 To General Proj-Special Revenue	4,835,763	4,859,757	23,994
110-1005-405.80-51 Grants/ Petworks	550,000	809,939	259,939
Total	**$ 5,685,763**	**$ 6,067,962**	**$ 420,000**
Change in Fund Balance			$ -

State Street Aid Fund: 121	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
121-0000-332.60-00 GAS & MOTOR FUEL TAX	2,007,000	1,941,005	(65,995)
121-0000-392.01-00 FUND BAL APPROPRIATIONS	34,005	-	(34,005)
Total	**$ 34,005**	**$ -**	**$ (100,000)**
Expenses			
121-4024-461.20-31 ELECTRIC-STREET LIGHTS	2,080,045	1,980,045	(100,000)
Total	**$ 2,080,045**	**$ 1,980,045**	**$ (100,000)**
Change in Project Fund Balance			$ -

Library Governing Board Fund: 137	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
137-0000-364.10-00 CONTRIBUTIONS/INDIVIDUALS	-	4,651	4,651
Total	**$ -**	**$ 4,651**	**$ 4,651**
Expenses			
137-4540-474.30-39 LIBRARY PROGRAM SUPPLIES	8,000	12,651	4,651
Total	**$ 8,000**	**$ 12,651**	**$ 4,651**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Transit Garage Project (GP1727)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-331.20-00 FEDERAL REV/ UMTA SECT. 9	640,000	2,283,226	1,643,226
311-0000-332.90-00 DEPT OF TRANSPORTATION	4,416,907	2,732,309	(1,684,598)
311-0000-391.01-00 From General Fund	518,182	448,847	(69,335)
Total	**$ 5,575,089**	**$ 5,464,382**	**$ (110,707)**
Expenses			
311-0000-601.90-03 Improvements	632,801	522,094	(110,707)
Total	**$ 632,801**	**$ 522,094**	**$ (110,707)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Transit Garage Project (GP2614)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-331.20-00 FEDERAL REV/ UMTA SECT. 9	-	36,774	36,774
311-0000-332.90-00 DEPT OF TRANSPORTATION	-	4,598	4,598
311-0000-391.01-00 From General Fund	-	69,335	69,335
Total	**$ -**	**$ 110,707**	**$ 110,707**
Expenses			
311-0000-601.90-03 Improvements	-	110,707	110,707
Total	**$ -**	**$ 110,707**	**$ 110,707**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Dental Clinic Project (GP2504)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-361.22-00 Interest Earnings	-	159,040	159,040
311-0000-332.69-00 Misc. Other State	-	6,500,000	6,500,000
311-0000-391.01-00 From General Fund	6,500,000	-	(6,500,000)
Total	**$ 6,500,000**	**$ 6,659,040**	**$ 159,040**
Expenses			
311-0000-601.80-07 To KEDB	-	2,809,040	2,809,040
311-0000-601.90-03 Improvements	6,500,000	3,550,000	(2,950,000)
Total	**$ 6,500,000**	**$ 6,359,040**	**$ (140,960)**
Change in Project Fund Balance			$ 300,000

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

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT III, City Attorney

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-219-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes amending an agreement with the Tennessee Department of Conservation for contract of obligation in lieu of performance bond for proper operation, closure and/or post closure of the City of Kingsport Demolition Landfill. It will increase the financial assurance responsibility from $2,594,828.41 to $2,667,483.61.

Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities. In June 1996, the City executed a contract in lieu of a performance bond. The present amount of financial assurance is $2,594.828.41, based upon the previous amendment in June 2025. TDEC is requiring an amendment to the contract reflecting an inflationary increase of 2.8%. The new contract amount will be $2,667,483.61.

Attachments:
1. Resolution
2. Memo
3. Amendment

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

WHEREAS, Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities; and

WHEREAS, in June 1996, the city executed a contract in lieu of a performance bond, and the present amount of financial assurance is $2,275,158.26, which must be adjusted annually for inflation; and

WHEREAS, the new amount of financial assurance is $2,667,483.61, and requires an amendment to the contract.

Now therefore,

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

SECTION I. That an amendment to the agreement with Tennessee Department of Environment and Conservation for the for the inflation adjustment for the financial assurance for the landfill, 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, an amendment to the Tennessee Department of Environment and Conservation for the for the inflation adjustment for the financial assurance for the landfill, 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 amendment being generally as follows:

Amendment of Contract of Obligation in Lieu of Performance Bond (City)
Department of Environment and Conservation, Division of Solid Waste Management

1. This amendment is made by the City of *Kingsport* ("the City"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the *City of Kingsport Demolition Landfill*, Permit Number *DML820000016 Phase 1 Area 2 only* entered on or about *07/24/1996* ("the Contract").
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:
The total penal sum of this contract is: $2,667,483.61
3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.

5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.
6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/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 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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Financial Assurance Section
Davy Crockett Tower, 6th Floor
500 James Robertson Parkway
Nashville, TN 37243
615-969-7931
TDEC.Financial.Assurance@tn.gov

The Honorable Paul W. Montgomery
Mayor of the City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RE: 2026 Annual Inflation Adjustment of the Financial Assurance for ***City of Kingsport Demolition Landfill***, Permit Number ***DML820000016 (Phase 1 Area 2 only)*** as required by the Regulations of TDEC's Division of Solid Waste Management

Dear Mayor Montgomery:

All county and municipal "Contracts of Obligation in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Bureau of Economic Analysis in its Survey of Current Business.

The staff of TDEC's Division of Financial Assurance, utilizing data published by the U. S. Bureau of Economic Analysis, has projected the inflation factor to be used for **2026** inflation adjustments as **2.80%.** The amount of your financial assurance instrument(s) from the **Year 2025** must be multiplied by ***1.0280***. The permitted facility and/or TDEC may reserve the right to adjust this figure later based upon revised data released by the U. S. Bureau of Economic Analysis during the year.

Effective immediately, any County or Municipal Contract of Obligation in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS ($10,000.00). This is a change from the previous threshold of Five Thousand Dollars ($5,000.00). For example, if the inflation adjustment is $4,000.00 in year one, $5,000.00 in year two, and $6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds $10,000.00. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2026 Inflation Adjustment(s)

Facility Permit #:	Financial Instrument Type & #:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance On File:	Inflation Adjustment/ Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total Required Amount of Financial Assurance:
DML820000016 Phase 1 Area 2 only	Contract	07/24/2026	$ 2,594,828.41	$ 72,655.19	$ 0.00	$ 2,667,483.61

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the **2026** annual inflation adjustment and/or post-closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

P L E A S E N O T E

(1) If you currently have a financial assurance instrument on file with TDEC that was issued by a Commercial Financial Institution, that institution may consider this letter as TDEC's authorization for it to change the amount of the financial instrument(s) to the amount(s) specified in this letter for the specific permit(s) as listed.

(2) If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the TDEC Field Office Staff, do not reduce your financial assurance instrument until the TDEC Field Office has approved the performance of the required post-closure work.

If you have any questions, please send an e-mail to TDEC.Financial.Assurance@tn.gov, or call 615-969-7931.
Please submit the inflation adjusted financial instrument(s) to the TDEC Division of Financial Assurance at the address listed on the letterhead as indicated above.

Respectfully,

Jennifer Gelfand
TDEC Division of Financial Assurance

Enclosures: Annual Inflation Letter, Amendments to Contract of Obligation in Lieu of Performance Bond, Customer Information Spreadsheet

CC: Chris Lamb, Manager, TDEC Division of Solid Waste Management, Johnson City Field Office

For Department Use Only
Effective Date:

Amendment of Contract of Obligation in Lieu of Performance Bond (City)
Department of Environment and Conservation, Division of Solid Waste Management

1. This amendment is made by the City of ***Kingsport*** ("the City"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the ***City of Kingsport Demolition Landfill***, Permit Number ***DML820000016 Phase 1 Area 2 only*** entered on or about ***07/24/1996*** ("the Contract").

2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:

   The total penal sum of this contract is:

   $ 2,667,483.61

3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.

4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.

5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.

6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

On Behalf of the City of ***Kingsport***_____

_____

Printed Name: ***Paul W. Montgomery***_____

Title: ***Mayor***_____

Date: _____

On Behalf of the Tennessee Department of Finance and Administration

_____
Jim Bryson, Commissioner
Tennessee Department of Finance and Administration

Date: _____

On Behalf of the Tennessee Department of Environment and Conservation

_____
David W. Salyers, P.E., Commissioner
Tennessee Department of Environment and Conservation

Date: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-198-2026
Work Session: July 20, 2026
First Reading: N/A

Final Adoption: July 21, 2026
Staff Work By: L. Christian/S. Bowman
Presentation By: Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the resolution.

Executive Summary:
If approved, the City will enter into a 1-year agreement (Letter of Authorization) with the Virginia Department of Transportation (VDOT) for Federal and State Planning funds.

Each year, the Federal Highway Administration (FHWA) provides Planning funds for Metropolitan Transportation Planning Organizations (MTPOs); these funds are administered by State Departments of Transportation. As required by Federal regulations, the Kingsport MTPO planning area covers a small portion of Scott County Virginia; VDOT allocates a portion of these funds for work the MTPO staff carries out in this area. For fiscal year 2027, the MTPO's allocation of Federal Planning funds from Virginia is $36,013.62 Federal (80%), matched by $4,501.70 from VDOT (10%) and $4,501.70 from the City of Kingsport (10%), totaling $45,017.02.

Funds are allocated for this project in the FY27 budget.

Attachments:
Resolution
Letter of Authorization/Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2027; 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

WHEREAS, the Federal Highway Administration provides planning funds for use by the Kingsport Metropolitan Transportation Planning Organization (MTPO), available through the Virginia Department of Transportation (VDOT); and

WHEREAS, the Kingsport MTPO is available to receive these VDOT funds based on services provided in Scott County, Virginia

WHEREAS, the Letter of Authorization for fiscal year 2027 is in the amount of $36,013.62; and the State of Virginia contributes $4,501.70 to the Kingsport Area Metropolitan Transportation Planning Organization, which constitutes a total award of $45,017.02; and

WHEREAS, matching funds in the amount of $4,501.70 are required, which are accounted for during the annual budget process and will come from the approved FY2027 budget for the MPO.

Now therefore,

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

SECTION I. That Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of $28,201.10 and requiring $2,820.11 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2027, is approved.

SECTION V. 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, Chapter 10 of the Charter of the City of Kingsport, a Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of $36,013.62 and requiring $4,501.70 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2027 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, to deliver the letter 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 letter and this resolution, said agreement being as follows:

FY-27 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2027
Kingsport Urbanized Area
ALN 20.202 - Highway Planning and Construction

ALN 20.275 - Metropolitan Planning Program
FY-27 Pass-Through Entity Identifying Number: UPC 0000129437
Dear Ms. Christian:
As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2022, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2027 (July 1, 2026 to June 30, 2027).
These funds are to be used to finance the activities contained in the approved FY 2027 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.
The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2027 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-27	Local Match	Grand Total of Support for FY-27 UPWP Activities
PL	$36,013.62	$4,501.70	$40,515.32	$4,501.70	$45,017.02

Also, as required by the agreement, a listing of personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.
Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.
Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2026, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2027 UPWP will be satisfactorily addressed.
The provisions of the PL Agreement effective July 1, 2022, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.
Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.
[Acknowledgements and Attachments Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the Letter of Authorization 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 VII. 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 VIII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

June 16, 2026

Ms. Lesley Christian, MTPO Coordinator
Transportation Planning Manager
City of Kingsport Tennessee
415 Broad Street
Kingsport, TN 37660

RE: FY-27 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2027
Kingsport Urbanized Area
ALN 20.202 - Highway Planning and Construction
ALN 20.275 - Metropolitan Planning Program
FY-27 Pass-Through Entity Identifying Number: UPC 0000129437

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Also, as required by the agreement, a listing of personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should

identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2026, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2027 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2022, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

Attest:

By:_____
City Clerk Date

Approve as to form:

By:_____
City Attorney Date

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

By: _____
Date

Ben Mannell, AICP
Transportation Mobility Planning
Division Administrator

City of Kingsport on behalf of the Kingsport MPO

By: _____
Signature Date

Attachment 1 - Certifications
Attachment 2 - Personnel and Salaries
Attachment 3 - Indirect Cost Certification Statement
Attachment 4 – Unique Entity Identifier (UEI) # & Place of Performance (POP) Information
Attachment 5 - USDOT 1050.2A Non-Disc[illegible] Assurances (and Appendices A to E)

ATTACHMENT 1

CERTIFICATION OF THE CITY OF KINGSPORT, TN

I hereby certify that I am the MTPO Coordinator of the City of Kingsport, TN, whose address is 415 Broad Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or

b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

DATE SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or

b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

DATE Transportation Mobility Planning Division Administrator

ATTACHMENT 2

PERSONNEL AND SALARIES

(This listing is to be prepared by CITY OF KINGSPORT, TN and submitted separately for confidentiality)

ATTACHMENT 3
Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. 2 CFR 200, Appendix VII outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

☒ - Do not charge indirect costs. (You have completed the form.)

☐ - Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

☐ - No change in indirect cost allocation plan previously submitted.

☐ - Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

☐ - There will be no significant change in the indirect cost rate _____% previously used. (**Approved % rate must be provided here)**

Provide copy of rate approval (from VDOT or other cognizant agency)

☐ - There will be a significant change in the indirect cost rate from that previously used. The proposed rate is _____%. (**Proposed % rate must be provided here)** (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

CITY OF KINGSPORT, TN

By: _____ Date: _____

ATTACHMENT 4

Part A-Unique Entity Identifier (UEI) Number & Place of Performance (POP)

As part of the federal award reporting process, VDOT is required to provide FHWA the UEI Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

UEI# **YE45CC4JZC5U1**

POP (area in which the project will be completed/performed)

Location: **Kingsport**

State: **TN**

Zip Code +4 **37660-4285**

Part B-Point of Contact for Audit Information

As part of the sub-recipient monitoring process, VDOT will be requesting information regarding Schedule of Expenditures of Federal Awards, and reconciliation of payments received from our MPOs and PDCs. Please provide the point of contact for your organization who is responsible for providing audit information below.

Name: **Travis Bishop - City Recorder/CFO**

Phone: **423-229-9335**

Email: **TravisBishop@KingsportTN.gov**

City of Kingsport, TN

By: _____Date:_____

ATTACHMENT 5

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The *City of Kingsport, Tennessee* (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *the Federal Highway Administration and/or Federal Transit Administration,* is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et *seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration and/or Federal Transit Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted *Federal-aid Highways and/or Public Transportation Programs:*

1. The Recipient agrees that each "activity," "facility," or "program," as defined in§§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal-aid Highways and/or Public Transportation Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The City of Kingsport, Tennessee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *the City of Kingsport, Tennessee* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration and/or Federal Transit Administration* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration and/or Federal Transit Administration.* You must keep records, reports, and submit the material for review upon request to the *Federal Highway Administration and/or Federal Transit Administration,* or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Kingsport, Tennessee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-aid Highways and/or Public Transportation Programs.* This ASSURANCE is binding on *the Commonwealth of Virginia,* other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal-aid Highways and/or Public Transportation Programs.* The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Kingsport, Tennessee

_____

(Name of Recipient)

by_____

(Signature of Authorized Official)

_____

Attest: *(Date)*

By:_____
City Clerk Date

Approve as to form:

By:_____
City Attorney Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, and *the Federal Highway Administration and/or Federal Transit Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *the Federal Highway Administration and/or Federal Transit Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration and/or Federal Transit Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration and/or Federal Transit Administration* may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Federal Highway Administration and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to p[illegible] interests of the United States.

ATTACHMENT 5

1050.2A
APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *City of Kingsport, Tennessee* will accept title to the lands and maintain the project constructed thereon in accordance with the *Virginia General Assembly,* the Regulations for the Administration of *Federal-aid Highways and/or Public Transportation Programs,* and the policies and procedures prescribed by the *Federal Highway Administration and/or Federal Transit Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *City of Kingsport, Tennessee* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *City of Kingsport, Tennessee* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *City of Kingsport, Tennessee ,* its successors and assigns.

The *City of Kingsport, Tennessee,* in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *City of Kingsport, Tennessee* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A
APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Receive a Section 5339 TDOT Capital Grant Matching Contract for 1 Transit Vehicle Replacement in the KATS Fleet.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-151-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: July 21, 2026
Staff Work By: Candace Sherer
Presentation By: Candace Sherer

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution.

Executive Summary:
On March 17, 2026, The BMA approved a resolution authorizing the Mayor to execute all documents necessary to receive a Section 5339 Capital Grant (TN-2026-018) for transit vehicle replacement in the KATS fleet. (AF-55-2026). This request is to approve the state matching portion from the Tennessee Department of Transportation in the amount of $9,922.

FTA Section 5339 Capital	Local	State	Federal	Total
Bus Replacement (85%) Federal; (7.5%) Local; (7.5%) State	$9,922	$9,922	$112,448	$132,292

Attachments:
Resolution
Contract

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO RECEIVE SECTION 5339 MATCHING FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on March 17, 2026, the board approved Res. No. 2026-169 which authorized the mayor to execute all documents necessary to apply for and accept a Section 5339 Capital Grant for transit vehicle replacement in the KATS fleet from the Federal Transit Administration; and

WHEREAS, in conjunction therewith it is necessary to approve an agreement with the Tennessee Department of Transportation to receive the state matching portion in the amount of $9,922.00.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation to receive Section 5339 Capital grant matching funds in the amount of $9,922.00, 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 the Tennessee Department of Transportation to receive Section 5339 Capital grant matching funds in the amount of $9,922.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT

This grant contract (“Grant Contract”), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the “State” or the “Grantor State Agency” and Grantee City of Kingsport, hereinafter referred to as the “Grantee,” is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA), incorporated by reference.

A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.

A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order

of precedence below.
a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
b. the 5339 Program application;
c. the most current TDOT State Management Plan approved by FTA; and
d. FTA Circulars C9040.1H "Formula Grants for Rural Areas Program Guidance," for Rural Subrecipients, or C 9050.1A "Urbanized Areas Formula Grant Programs Guidance," for Urban Recipients, or the most recently FTA approved updated circulars.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on April 30, 2026 ("Effective Date") and ending on April 29, 2031, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nine Thousand, Nine Hundred Twenty-two Dollars and No Cents ($9,922.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
312 Rosa L. Parks Avenue – Tennessee Tower – 10th Floor
Nashville TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.
b. The Grantee understands and agrees to all of the following.
(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant

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

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

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

(4) Invoice Reimbursement Calculation – Invoice reimbursement amounts are based on total contract life-to-date expenses by budget detail activity line. Activity federal and state share percentages are applied to detail activity line expenses to determine reimbursement amounts.

Federal Reimbursement Calculation – The federal share percentage, if any, is used to determine the amount of the federal share reimbursement.

- The federal share percentage is applied to the total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the federal life-to-date reimbursement amount.
- The federal current period reimbursement amount is determined by subtracting the federal previous period life-to-date reimbursement amount from the federal current period life-to-date reimbursement amount.

State Reimbursement Calculation – The state share percentage is used to determine the amount of the state share reimbursement.

- The remaining state share percentage is calculated as the ratio of the state percentage to the combined total of the state and local share percentages (the remaining share percentage). In programs or activities without a federal share, the remaining share percentage is 100%.
- The remaining state share percentage is applied to the remaining total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the state life-to-date reimbursement amount. The remaining total contract life-to-date expense amount is the amount left after subtracting the federal life-to-date reimbursement amount from the total contract life-to-date expense amount.
- The state current period reimbursement amount is determined by subtracting the state previous period life-to-date reimbursement amount from the state current period life-to-date reimbursement amount.

Budget Reconciliation – If total program expenses reach the contract's budgeted line-item amount, any shortfall in the calculated federal or state reimbursement amounts is adjusted to match the budgeted federal or state share amount.

Department Override – In rare instances share amount calculations of the state and federal share amounts create rounding issues not anticipated by template formulas. In those circumstances an override in the calculation can be processed with the grantor approval. These adjustments can be additional small amounts up or down and can involve timing differences.

C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and

reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

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

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013007 or any amendments or revisions made to this policy statement during the Term.

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

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

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

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

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

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

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

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

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

The State:
Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
William R. Snodgrass – Tennessee Tower – 10th Floor
312 Rosa L Parks Avenue
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Phone: (615) 253-4942
Fax: (615) 253-1482

The Grantee:
Chris Campbell, AICP, Public Transportation Manager
City of Kingsport, Kingsport Area Transit Service 900 East Main Street Kingsport, Tennessee 37660
chriscampbell@kingsporttn.gov Phone: (423) 224-2857 Fax: (423) 224-2615

A change to the above contact information requires written notice to the person designated by the

other party to receive notice.
All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.
D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any

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

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

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

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

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

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

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

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which

equals or exceeds ten thousand dollars ($10,000.00).
D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
D.26. Reserved.
D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55,
Chapters 1-6.
As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the

equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

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

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

is available here: Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium, or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit Its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and

Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

E. SPECIAL TERMS AND CONDITIONS:

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

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

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("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 State 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 State: (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 State 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 State to enable the State 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 State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State 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 State 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 State, 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 State 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 State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves

the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. Capital Asset. The Grantee shall:

(a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.

(b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.

(c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.

(d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.

(e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.

(f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:

a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of $300,000.00 per person.

b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of $700,000.00 per accident.

c) Injury to or destruction of property of others in any one accident at a minimum of $100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

a) Personal Injury Liability – minimum of $300,000.00 per person and $1,000,000.00 per incident.

b) Property Damage Liability – minimum of $300,000.00 per incident.

c) Comprehensive – maximum deductible of $500.00.

d) Collision – maximum deductible of $500.00.

e) Uninsured Motorist – minimum of $50,000.00 per person and $100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of $10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

(g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets

purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):

For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than $5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of $5,000 plus the percentage of the amount over $5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.12. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Department of Human Resources' Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee's Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on:

(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date. Annually complete and submit a Title VI self-survey as supplied by State. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint. Additional Title VI resources may be found at Title VI Program (tn.gov).

[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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

TDOT PROJECT NO.: 825339-S3-011
FTA PROJECT NO.: TN2026-018

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
4/30/2026	4/29/2031	40100-51843	

Grantee Legal Entity Name	Edison Vendor ID
City of Kingsport	1562

Subrecipient or Recipient

☐ Subrecipient

☒ Recipient

Assistance Listing Number # **20.526**

Grantee's fiscal year end **June 30**

Service Caption (one line only)

FFY 2026 - 5339 Bus and Bus Facilities Program– Capital Assistance

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$9,922.00				$9,922.00
TOTAL:	$9,922.00				**$9,922.00**

Grantee Selection Process Summary

☐ Competitive Selection	Describe the competitive selection process used.
☒ Non-competitive Selection	Urban Direct Recipients receive State funds based on formula. TDOT allocates federal Pass-through funds to Subrecipient Grantees based on a Transit Asset Management formula that factors need, vehicle inventory, and fleet condition. Subrecipient Grantees also receive State match funds based on formula.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE – GG

Speed Chart (optional)	Account Code (optional)
	71304000

Address # 1

TDOT PROJECT NO.: 825339-S3-011
FTA PROJECT NO.: TN2026-018

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA), incorporated by reference.

A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.

A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);

b. the 5339 Program application;

c. the most current TDOT State Management Plan approved by FTA; and

d. FTA Circulars C9040.1H "Formula Grants for Rural Areas Program Guidance," for Rural Subrecipients, or C 9050.1A "Urbanized Areas Formula Grant Programs Guidance," for Urban Recipients, or the most recently FTA approved updated circulars.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on April 30, 2026 ("Effective Date") and ending on April 29, 2031, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nine Thousand, Nine Hundred Twenty-two Dollars and No Cents ($9,922.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
312 Rosa L. Parks Avenue – Tennessee Tower – 10th Floor
Nashville TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

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

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

(4) **Invoice Reimbursement Calculation** – Invoice reimbursement amounts are based on total contract life-to-date expenses by budget detail activity line. Activity federal and state share percentages are applied to detail activity line expenses to determine reimbursement amounts.

Federal Reimbursement Calculation – The federal share percentage, if any, is used to determine the amount of the federal share reimbursement.

- The federal share percentage is applied to the total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the federal life-to-date reimbursement amount.
- The federal current period reimbursement amount is determined by subtracting the federal previous period life-to-date reimbursement amount from the federal current period life-to-date reimbursement amount.

State Reimbursement Calculation – The state share percentage is used to determine the amount of the state share reimbursement.

- The remaining state share percentage is calculated as the ratio of the state percentage to the combined total of the state and local share percentages (the remaining share percentage). In programs or activities without a federal share, the remaining share percentage is 100%.
- The remaining state share percentage is applied to the remaining total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the state life-to-date reimbursement amount. The remaining total contract life-to-date expense amount is the amount left after subtracting the federal life-to-date reimbursement amount from the total contract life-to-date expense amount.
- The state current period reimbursement amount is determined by subtracting the state previous period life-to-date reimbursement amount from the state current period life-to-date reimbursement amount.

Budget Reconciliation – If total program expenses reach the contract's budgeted line-item amount, any shortfall in the calculated federal or state reimbursement amounts is adjusted to match the budgeted federal or state share amount.

Department Override – In rare instances share amount calculations of the state and federal share amounts create rounding issues not anticipated by template formulas. In those circumstances an override in the calculation can be processed with the grantor approval. These adjustments can be additional small amounts up or down and can involve timing differences.

C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

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

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

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

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

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

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

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

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

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

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

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

The State:

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
William R. Snodgrass – Tennessee Tower – 10th Floor
312 Rosa L Parks Avenue
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Phone: (615) 253-4942
Fax: (615) 253-1482

The Grantee:

Chris Campbell, AICP, Public Transportation Manager

City of Kingsport, Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
chriscampbell@kingsporttn.gov
Phone: (423) 224-2857
Fax: (423) 224-2615

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

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

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

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

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

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

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

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

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

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

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

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

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

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

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

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

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Reserved.**

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55,

Chapters 1-6.

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

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

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

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

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium, or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit Its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

E. SPECIAL TERMS AND CONDITIONS:

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

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

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("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 State 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 State: (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 State 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 State to enable the State 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 State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State 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 State 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 State, 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 State 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 State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. Capital Asset. The Grantee shall:

(a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.

(b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.

(c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.

(d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.

(e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.

(f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
   a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of $300,000.00 per person.
   b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of $700,000.00 per accident.
   c) Injury to or destruction of property of others in any one accident at a minimum of $100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

a) Personal Injury Liability – minimum of $300,000.00 per person and $1,000,000.00 per incident.
b) Property Damage Liability – minimum of $300,000.00 per incident.
c) Comprehensive – maximum deductible of $500.00.
d) Collision – maximum deductible of $500.00.
e) Uninsured Motorist – minimum of $50,000.00 per person and $100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of $10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

(g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):
For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than $5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of $5,000 plus the percentage of the amount over $5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.12. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Department of Human Resources' Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee's Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d. Annually complete and submit a Title VI self-survey as supplied by State.

e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at Title VI Program (tn.gov).

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

PAUL MONTGOMERY, MAYOR **DATE**

BART ROWLETT, CITY ATTORNEY **DATE**

ANGELA MARSHALL, CITY RECORDER **DATE**

DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

LESLIE SOUTH, GENERAL COUNSEL **DATE**
APPROVED AS TO FORM AND LEGALITY

TDOT PROJECT NO.: 825339-S3-011
FTA PROJECT NO.: TN2026-018

ATTACHMENT ONE

Grantee	City of Kingsport					
Contract Type	GG					
Sum of Amount	**Column Labels**					
	Contract Cash	**Contract Total**	**Grantee Cash**		**Grantee Total**	**Grand Total**
Row Labels	**State**		**Federal**	**Local**		
PROJECT: 825339S3011	**$9,922.00**	**$9,922.00**	**$112,448.00**	**$9,922.00**	**$122,370.00**	**$132,292.00**
GRANT: TN2026018	**$9,922.00**	**$9,922.00**	**$112,448.00**	**$9,922.00**	**$122,370.00**	**$132,292.00**
PROGRAM: 5339						
00 Capital (110-00) CAPITAL ASSISTANCE (S1)	**$9,922.00**	**$9,922.00**	**$112,448.00**	**$9,922.00**	**$122,370.00**	**$132,292.00**
11.00.S1 CAPITAL ASSISTANCE, ADA - TDOT	$9,922.00	$9,922.00	$112,448.00	$9,922.00	$122,370.00	$132,292.00
Grand Total	**$9,922.00**	**$9,922.00**	**$112,448.00**	**$9,922.00**	**$122,370.00**	**$132,292.00**

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Award the Bid to KZ Construction, Inc. for the Bancroft Chapel Rd Sanitary Sewer Extension project, and Authorize the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-200-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	C. Austin
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes entering into a contract with KZ Construction, Inc. for the Bancroft Chapel Rd Sanitary Sewer Extension Project in the amount of $524,580.70.

This project requires the construction of approximately 1,300 linear feet of 8" PVC gravity sewer and all related appurtenances.This sewer extension supports sewer service for the Bancroft Chapel Rd Annexation Area.

Bids were opened for the project on June 3, 2026. City staff reviewed the bids and recommends awarding the contrct to the apparent low bidder, KZ Construction, in the amount of $524,580.70 The project shall be complete by September 30, 2026.

Base Bid:	$ 524,580.70
Contingency (6%):	$ 31,474.84
Engineering, Admin, Inspection (14%):	$ 77,847.78
Total Project Cost:	$ 633,903.32

Funding is identified and available in SW2609.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Bid Tabulation
4. Location Map

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE BANCROFT CHAPEL ROAD SANITARY SEWER EXTENSION PROJECT TO KZ CONSTRUCTION, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened on June 3, 2026, for the Bancroft Chapel Road Sanitary Sewer Extension Project; and

WHEREAS, upon review of the bids, the board finds KZ Construction, 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 an agreement for the construction of approximately 1,300 linear feet of 8 inch PVC gravity sewer and all related appurtenances from KZ Construction, Inc., at an estimated construction cost of $524,580.70; and

WHEREAS, funding is identified in project numbers SW2609;

Now therefore,

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

SECTION I. That the bid for the Bancroft Chapel Rd Sanitary Sewer Extension Project, consisting of the construction of approximately 1,300 linear feet of 8 inch PVC gravity sewer and all related appurtenances at an estimated cost of $524,580.70 is awarded to KZ Construction, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 21st day of July, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
June 3, 2026
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager

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

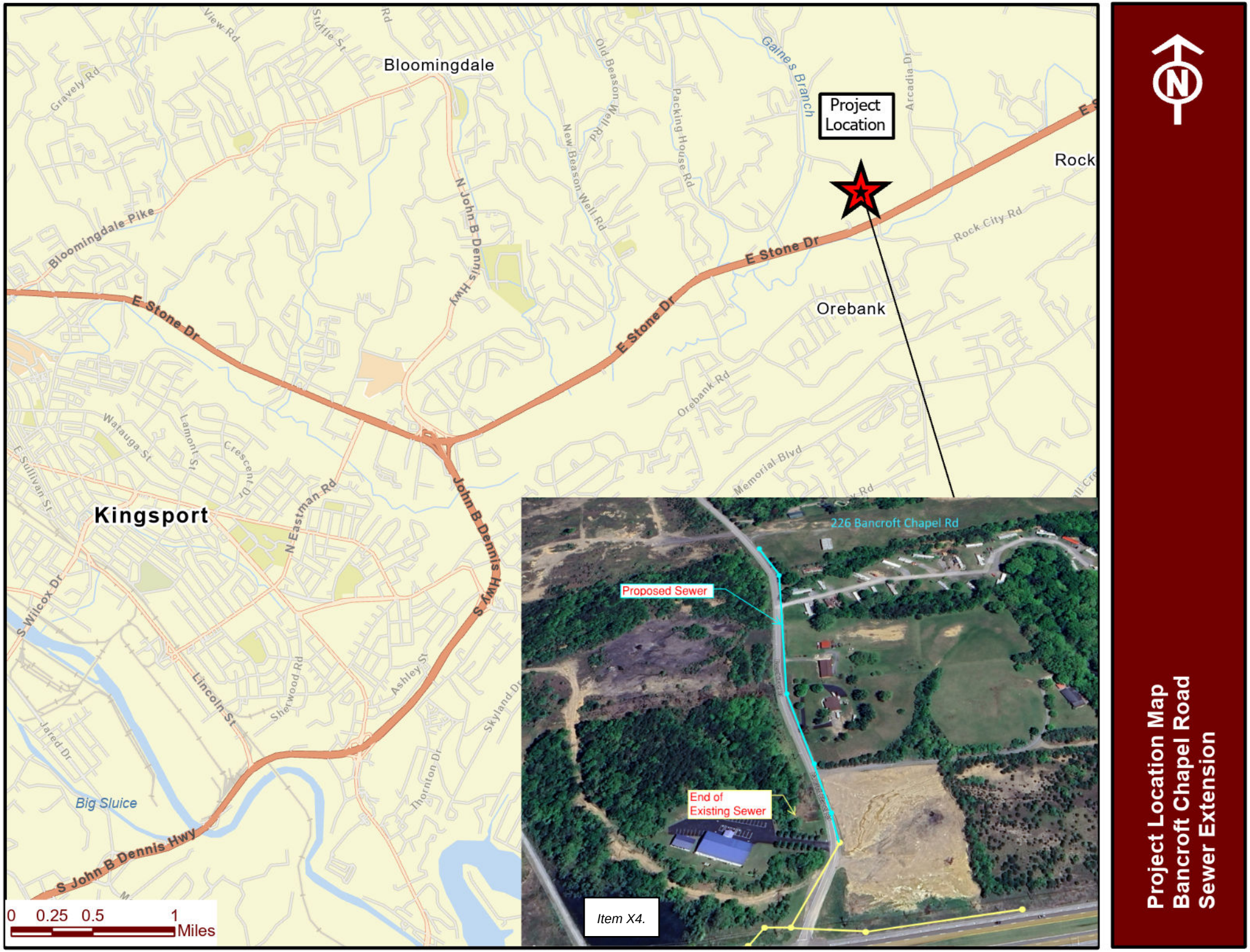
The Procurement Manager opened with the following bids:

Sanitary Sewer Extension Bancroft Chapel Road	
Vendor:	Total Cost:
Glass Machinery & Excavation	$614,580.00
Morgan Contraction, Inc.	1,926,400.00
KZ Construction	$524,580.70
Norris Brothers Excavating LLC	$776,890.00
American Environmental LLC	$729,795.00

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

BID TABULATION FOR BANCROFT CHAPEL SEWER (2025-C28)

				CITY OF KINGSPORT ESTIMATE		AMERICAN ENVIRONMENTAL		NORRIS BROS EXCAVATING		KZ CONSTRUCTION		MORGAN CONTRACTING		GLASS MACHINERY & EXCAVATION	
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	MOBILIZATION	$ 20,000.00	**$ 20,000.00**	$ 36,000.00	**$ 36,000.00**	$ 45,000.00	**$ 45,000.00**	$ 5,500.00	**$ 5,500.00**	$ 120,000.00	**$ 120,000.00**	$ 45,000.00	**$ 45,000.00**
2	1	LS	TRAFFIC CONTROL	$ 10,000.00	**$ 10,000.00**	$ 34,520.00	**$ 34,520.00**	$ 35,000.00	**$ 35,000.00**	$ 18,500.00	**$ 18,500.00**	$ 60,000.00	**$ 60,000.00**	$ 15,000.00	**$ 15,000.00**
3	3,560	CY	SOLID ROCK EXCAVATION IN TRENCH **ALLOWANCE**	$ 35.00	**$ 124,600.00**	$ 35.00	**$ 124,600.00**	$ 35.00	**$ 124,600.00**	$ 35.00	**$ 124,600.00**	$ 35.00	**$ 124,600.00**	$ 35.00	**$ 124,600.00**
4	3,100	T	CRUSHED STONE FOR BACKFILL	$ 60.00	**$ 186,000.00**	$ 60.00	**$ 186,000.00**	$ 60.00	**$ 186,000.00**	$ 35.00	**$ 108,500.00**	$ 96.00	**$ 297,600.00**	$ 42.86	**$ 132,866.00**
5	130	TONS	ASPHALT TRENCH REPAIR (BM2 BINDER) 4-INCHES	$ 300.00	**$ 39,000.00**	$ 550.00	**$ 71,500.00**	$ 300.00	**$ 39,000.00**	$ 291.85	**$ 37,940.50**	$ 740.00	**$ 96,200.00**	$ 185.00	**$ 24,050.00**
6	1,280	LF	8" SEWER SDR-35 PVC, COMPLETE IN PLACE	$ 150.00	**$ 192,000.00**	$ 145.00	**$ 185,600.00**	$ 178.00	**$ 227,840.00**	$ 137.34	**$ 175,795.20**	$ 725.00	**$ 928,000.00**	$ 112.55	**$ 144,064.00**
7	6	EA	SEWER SERVICE LATERAL: PIPE, FITTINGS, CLEANOUT	$ 1,750.00	**$ 10,500.00**	$ 5,000.00	**$ 30,000.00**	$ 3,500.00	**$ 21,000.00**	$ 2,250.00	**$ 13,500.00**	$ 7,300.00	**$ 43,800.00**	$ 2,500.00	**$ 15,000.00**
8	7	EA	STANDARD SEWER MANHOLES	$ 8,000.00	**$ 56,000.00**	$ 6,500.00	**$ 45,500.00**	$ 8,500.00	**$ 59,500.00**	$ 4,450.00	**$ 31,150.00**	$ 23,000.00	**$ 161,000.00**	$ 10,000.00	**$ 70,000.00**
9	11	VF	EXTRA DEPTH MANHOLE	$ 200.00	**$ 2,200.00**	$ 125.00	**$ 1,375.00**	$ 450.00	**$ 4,950.00**	$ 145.00	**$ 1,595.00**	$ 3,200.00	**$ 35,200.00**	$ 2,500.00	**$ 27,500.00**
10	1	EA	CONNECT TO EXISTING MANHOLE	$ 5,000.00	**$ 5,000.00**	$ 5,200.00	**$ 5,200.00**	$ 4,000.00	**$ 4,000.00**	$ 2,500.00	**$ 2,500.00**	$ 20,000.00	**$ 20,000.00**	$ 4,000.00	**$ 4,000.00**
11	1	LS	SEEDING WITH MULCH	$ 5,000.00	**$ 5,000.00**	$ 4,000.00	**$ 4,000.00**	$ 5,000.00	**$ 5,000.00**	$ 2,500.00	**$ 2,500.00**	$ 25,000.00	**$ 25,000.00**	$ 2,500.00	**$ 2,500.00**
12	1	LS	SOIL & EROSION CONTROL	$ 5,000.00	**$ 5,000.00**	$ 5,500.00	**$ 5,500.00**	$ 25,000.00	**$ 25,000.00**	$ 2,500.00	**$ 2,500.00**	$ 15,000.00	**$ 15,000.00**	$ 10,000.00	**$ 10,000.00**
			TOTAL		**$ 655,300.00**		**$ 729,795.00**		**$ 776,890.00**		**$ 524,580.70**		**$ 1,926,400.00**		**$ 614,580.00**


Project Location
Bloomingdale
Orebank
Kingsport
Bloomingdale Pike
E Stone Dr
N John B Dennis Hwy
John B Dennis Hwy S
S John B Dennis Hwy
N Eastman Rd
S Wilcox Dr
Lincoln St
Big Sluice
Gravely Rd
Old Beason Well Rd
New Beason Well Rd
Packing House Rd
Gaines Branch
Arcadia Dr
Rock City Rd
Orebank Rd
Memorial Blvd
Watauga St
Lamont St
Crescent Dr
E Sullivan St
Sherwood Rd
Ashley St
Skyland Dr
Thornton Dr
Jared Dr
226 Bancroft Chapel Rd
Proposed Sewer
End of Existing Sewer
0 0.25 0.5 1 Miles
N
Item X4.
Project Location Map
Bancroft Chapel Road
Sewer Extension

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Abandon Sanitary Sewer Easements along Riverbend Dr to Support Construction of the Arbor II Development

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-197-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	W. Stallard
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will abandon approximately 11,175 square feet of sanitary sewer easement on Riverbend Drive to support construction of The Arbor II development.

Plans were approved for a second phase of The Arbor on Riverbend Drive, which includes 47 multi-family dwelling units. To meet development needs, the sewer serving the property was relocated to better align the new road and lots.

The developer has completed the sewer construction and the work has been reviewed and approved by the Utilities Department.

Planning Commission approved the final plat showing the new easements for the new utility lines on June 18, 2026

The attached survey delineates the sewer utility easements to be abandoned.

Attachments:
1. Resolution
2. Plat
3. Location Map

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

RESOLUTION NO. _____

A RESOLUTION TO ABANDON A SANITARY SEWER EASEMENT LOCATED OFF OF RIVERBEND DRIVE SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND PERFORM ANY ACTS NECESSARY TO EFFECUTATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, City acquired an easement dedicated by plat for the installation, operation, and maintenance of a sanitary sewer located in the 11th Civil District of Sullivan County in the general vicinity of Riverbend Drive; and

WHEREAS, this area constitutes a portion or all of a new development identified as the Arbor II development; and

WHEREAS, in order to meet development needs the previously dedicated sanitary sewer was relocated to align with new roads and lots; and

WHEREAS, a new sewer easement will be dedicated via a new plat; and

WHEREAS, the Kingsport Regional Planning Commission approved the final plat with dedications of the new sewer easements at its June 18, 2026 meeting.

Now, therefore,

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

SECTION I. The city hereby abandons those sewer easements previously dedicated by plat in the area of Riverbend Drive which now constates Phase 2 of The Arbor development

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

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 21st day of July, 2026.

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, Item X5. ney

LEGEND

IR(O) = Iron Rod Found

IR(N) = Iron Rod Set

⊕ = Point Not Set

——— = Boundary Line

– – – – = Adjoining Property Line

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	200.00'	25.19'	25.17'	N 47°18'26" E
C2	260.00'	32.80'	32.78'	S 47°16'27" W
C3	100.00'	97.93'	94.07'	S 85°43'41" E
C4	100.00'	181.90'	157.84'	N 14°06'16" E
C5	100.00'	150.17'	136.45'	S 82°08'13" E
C6	100.00'	148.82'	135.46'	N 12°12'29" E

LINE	BEARING	DISTANCE
L1	S 43°41'57" W	12.77'
L2	N 66°12'58" E	101.59'
L3	S 54°50'30" W	152.66'
L4	S 30°25'32" E	68.88'

LINE	BEARING	DISTANCE
A–B	S 30°00'03" E	158.90'
A–C	S 08°57'48" E	156.95'
A–D	S 18°20'07" W	236.73'
A–E	S 28°06'31" W	348.54'
F–G	N 15°03'30" E	93.05'
F–H	N 26°14'38" E	144.08'
J–K	N 64°47'05" E	75.91'
J–L	N 85°54'05" E	203.46'
J–M	N 79°38'26" E	339.15'
J–N	N 67°48'37" E	476.69'
J–O	N 55°43'49" E	305.41'
Q–M	N 58°26'25" E	343.16'

NAD83

Area in red to be abandoned.

CLIFFSIDE DEVELOPMENT LOT 25 PLAT BOOK 1 PG 117 PLATBOOK 4 PG 206

CLIFFSIDE DEVELOPMENT LOT 19 PLAT BOOK 1 PG 117 PLATBOOK 4 PG 206

D1 RETAIL PROPERTIES LLC LOT 3 PLAT BOOK 35 PG 79 DEED BOOK 3163 PG 336

LAND STAR DEVELOPMENT LLC BOOK 3518 PAGE 1327 Parcel 077HC001.10

MURPHY OIL USA, INC BOOK 2938C, PAGE 233 PARCL 077HC002.02

STATE HIGHWAY 36 FORT HENRY DRIVE ROW VARIES

EVE LANE (PUBLIC) L3

RIVERBEND DRIVE

GLORIA LANE (PUBLIC)

PROP. 15' SEWER EASEMENT

ET. 15' SEWER EASEMENT TO BE ABANDONED

RIGHT OF WAY & EASEMENT BOOK 2892C, PAGE 17

LAND STAR DEVELOPMENT LLC BOOK 3518 PAGE 1327 Parcel 077HC002.00 LOT 2A RESTRICTED USE

CITY OF KINGSPORT TN TRACT B PLAT BOOK 55 PG 49

LAND STAR DEVELOPMENT LLC BOOK 3518 PAGE 1327 PARCEL 077HC002.30

WALMART REAL ESTATE BOOK 1627C PAGE 541 Parcel 077HC002.10

GNSS NOTE:

a. GNSS Survey: RTK
b. GNSS Base/Rover: Sokkia GRX3
c. RTK Correction Used: Sokkia GRX3
d. Date of Survey: August 06, 2021
e. Datum: NAD83(2011), Epoch 2010, NAVD 88
f. Geoid Model: Continental US NGS 2018
g. Fixed Control Stations: TN 1B, TN 11, TN 18
h. Combined Grid Factor: 1.000000 TN State Plane

GENERAL NOTES

1. Iron Pins at all corners unless otherwise noted
2. This property is currently zoned PD. setbacks to be in conformity with zoning.
3. This property DOES NOT lie within a "Special Flood Hazard Area" as shown on map provided by FIRM (Flood Insurance Rate Map) as prepared by FEMA (Federal Emergency Management Agency) and labeled as Community–Panel Number 47163C0045D dated September 29, 2006.
4. This survey is subject to any and all setbacks, easements, servitudes, covenants or restrictions either written or unwritten.
5. This survey was done in compliance with the current Tennessee Minimum Standards of Practice.
6. Distances are Based on a field run survey utilizing GPS and E.D.M. equipment adjusted for temperature.

LARRY M. CULBERTSON REGISTERED LAND SURVEYOR XVI TENNESSEE NO. 883 DEPT. OF AGRICULTURE COMMERCE

BOUNDARY IS BASED ON A CURRENT FIELD SURVEY

THE ARBOR
PHASE 2 FINAL PLANNED DEVELOPMENT
CITY OF KINGSPORT PLANNING COMMISSION

TOTAL ACRES 9.248 TOTAL UNITS 47

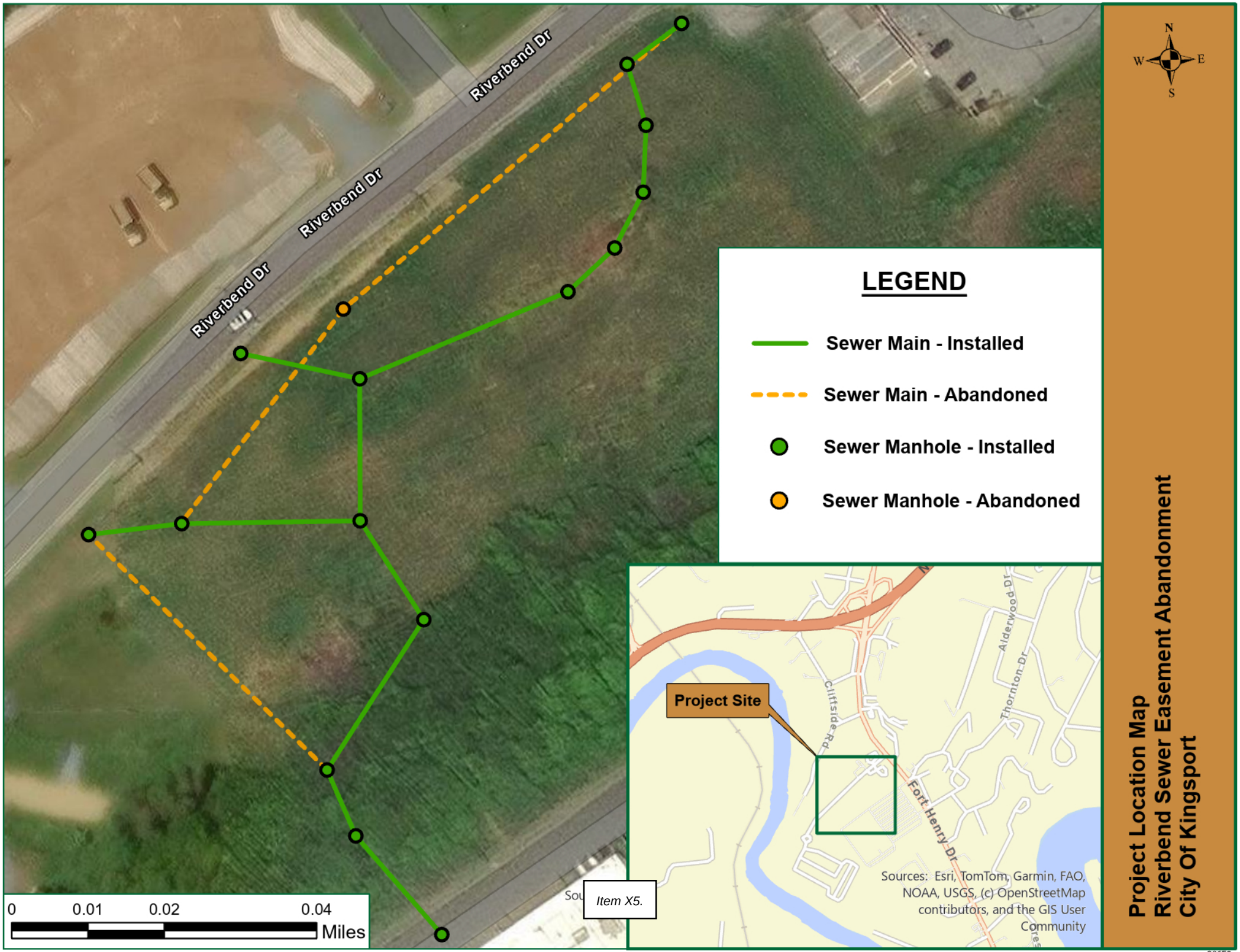
ACRES NEW ROAD 0.882 MILES NEW ROAD 0.196

OWNER: LAND STAR DEVELOPMENT, LLC CIVIL DISTRICT 11th

SURVEYOR LARRY CULBERTSON CLOSURE ERROR1/10,000

SCALE 1"=50' 0 50 100 150 DATE: 6-10-26

Culbertson Surveying
P.O. Box 190, Nickelsville VA 24271
(276) 479-3093


Riverbend Dr
Riverbend Dr
Riverbend Dr
LEGEND
Sewer Main - Installed
Sewer Main - Abandoned
Sewer Manhole - Installed
Sewer Manhole - Abandoned
Project Site
Cliffside Rd
Fort Henry Dr
Alderwood Dr
Thornton Dr
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
0
0.01
0.02
0.04
Miles
N
W
E
S
Project Location Map
Riverbend Sewer Easement Abandonment
City Of Kingsport
Item X5.
20659

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Renewing the Award of the Bid for School Crossing Guard Services & Authorizing the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-202-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Comm. Chris Tincher
First Reading:	N/A	Presentation By:	Chief J. Bellamy

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes renewing the award with All City Management Services, Inc. for School Crossing Guard Services for an additional year at a total cost of $97,135.20.

Bids for these services were originally opened on May 24, 2018, and included a 12-month renewal option clause, subject to acceptable costs and BMA approval. This renewal incorporates an increase in total hours to accommodate students arriving early for school breakfast programs. Under the proposed adjustment, the service rate will shift to $29.98/hour for an estimated 3,240 hours ($97,135.20 total). For comparison, the current structure utilizes a rate of $51.92/hour for 1,665 hours ($86,454.20 total).

Following collaborative discussions, Kingsport City Schools and the Police Department determined this new pricing and coverage structure is in the best interest of the City.

Please see the attached documents for additional information.

Kingsport City Schools will transfer a specified amount annually. Funding is identified in the Police Department Budget Account # 110-3001-441-2020

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo & Renewal Letter

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR SCHOOL CROSSING GUARDS TO ALL CITY MANAGEMENT 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

WHEREAS, on June 19, 2018, the board adopted Resolution No. 2018-192, awarding bids for the acquisition of school crossing guard services; and

WHEREAS, the invitation to bid included a renewal option clause that allows the city to renew the award for an additional twelve month period, if costs are acceptable to both parties, and with board approval; and

WHEREAS, All City Management Services, Inc. has agreed to renew the agreement for the period of twelve months, beginning July 1, 2026, and ending June 30, 2027, with a cost of living index increase and breakfast program increase, and staff recommends renewing the agreement; and

WHEREAS, the funding is identified in the Police Department Budget, Account No.: 110-3001-441-2020.

WHEREAS, the Police Department and Kingsport City Schools are in an agreement to amend the interdepartmental Memorandum of Understanding, which provides for the acquisition, management, and funding of crossing guards, to show the increase; and

WHEREAS, Kingsport City Schools shall transfer funds from one of its accounts to the Police Department Budget, Account No.: 110-3001-441-2020 for payment of the contracted crossing guard services incurred by the Police Department.

Now therefore,

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

SECTION I. That the Consent Assignment Agreement with All City Management Services, Inc., executed on March 14, 2025, to continue school crossing guard services without interruption is approved.

SECTION II. That the amendment to the agreement renewing the award of bid for the school crossing guard services with All City Management Services, Inc. for an additional year, with an increase for cost of living and the school breakfast program is approved.

SECTION III. 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 amendment to the agreement renewing the award of bid for the school crossing guard services with All City Management Services, Inc. for an additional year with an increase for cost of living and the school breakfast program, to deliver the agreement and take any and all action as may be required on

the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

ADOPTED this the 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
May 24, 2018
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

SCHOOL CROSSING GUARD SERVICES		
VENDOR	COST PER CROSSING GUARD PER DAY	COMMENTS
Elite Manufacturing & Professional Services	$43.10	
Cross Safe	$43.90	
All City Management Services	$49.98	
Spur Employment, Inc.	$13.48*	*Based on one hour per day. Two hours per day would be $26.96

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

KINGSPORT POLICE DEPARTMENT

MEMORANDUM

TO: **Nikisha Eichmann, Asst. Procurement Manager**

FROM: **Commander Chris Tincher**

RE: **School Crossing Guard Services**

DATE: **6/18/2026**

This memorandum serves to inform you of our intention to continue utilizing All City Management Services for school crossing guard services during the upcoming 2026-2027 school year. All City Management Services has submitted a request for a price increase to $97,135.20, primarily to cover cost of living adjustments and breakfast coverage. The Kingsport Police Department and the Kingsport City School System have consented to this increase. The additional funds will be accommodated within our proposed Fiscal Year 2027 budget. As this initiative involves both the Kingsport Police Department and the Kingsport City School System, the Memorandum of Understanding between these entities will be amended to accurately reflect any modifications concerning shared costs or reimbursement amounts.

June 22, 2026

Dear Ms. Eichmann,

I am writing to continue our recent discussions and correspondence regarding crossing guard coverage at authorized Kingsport locations, specifically as it relates to student arrival patterns associated with school breakfast programs.

Based on our operational knowledge and experience, when schools provide breakfast service pedestrian activity begins earlier than the current crossing guard coverage window. This creates a known gap in coverage where children are exposed to traffic-related risks without support. Because this is a consistent and identifiable arrival pattern, ACMS believes crossing guard coverage must align with the full period during which students are actively traveling to campus. Coverage should not begin after student pedestrian activity is already underway, particularly when that activity is tied to a school-sponsored program.

This concern is based not only on the best operational practice, but also on prior experience. ACMS has been involved in a previous matter where a student walking to a breakfast program was struck by a vehicle shortly before the start of a client-assigned shift time. The incident occurred seven minutes prior to the scheduled start of coverage and resulted in the student being permanently disabled. In that matter, ACMS was jointly found liable alongside the city and the School District for failure to provide adequate crossing protection.

ACMS values its partnership with the City of Kingsport and recognizes the importance of managing costs responsibly. With that in mind, we have developed a proposal intended to expand coverage for breakfast arrival periods while restructuring the hourly rate to help limit the overall budget impact.

For reference:

- The projected 2026–2027 rate under the current "as-is" structure would be **$51.92/hour**, with an estimated annual total of **$86,454.20 NTE**, based on 1,665 hours.
- Under the proposed adjustment to include breakfast coverage, the rate would shift to **$29.98/hour**, with an estimated annual total of **$97,135.20 NTE**, based on 3,240 hours.

While the proposed structure reduces the hourly rate and increases total coverage hours, the resulting annual increase is approximately **$10,681**.

From a risk management and student safety perspective, this represents a measured and appropriate investment to:

- Provide-coverage during all known student pedestrian arrival periods
- Reduce the likelihood of preventable incidents during breakfast arrival.
- Strengthening the defensibility of both ACMS and the City in the event of a claim
- Support a safer and more consistent environment for students and families
- Demonstrate a proactive response to the identified operational risk

In our view, this adjustment positions both the City and ACMS more responsibly while ensuring students are not left without protection during a known high-risk timeframe.

We value our relationship with the City of Kingsport and our shared commitment to safety. I would welcome the opportunity to review this proposal with you in more detail, answer any questions and work collaboratively toward a responsible path forward.

Thank you for your consideration and continued partnership.

Sincerely,

Brian Brooks
Chief Operating Officer

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution To Authorize the Issuance of General Obligation Capital Outlay Notes, Series 2026 not to Exceed $2,545,000

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-232-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Travis Bishop
First Reading:	N/A	Presentation By:	Travis Bishop

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the City to issue up to $2,545,000 in General Obligation Capital Outlay Notes, Series 2026 to finance multiple Aquatic Center capital improvement projects. The proceeds from the issuance of 10-year Qualified Tax-Exempt Capital Outlay Notes will be used to replaster pools and lazy river, scoreboard replacement, sprinkler system replacement, and various other improvements at the Aquatic Center.

To qualify the proposed Capital Outlay Notes for tax-exempt status, the City must comply with the public hearing requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA). Accordingly, a TEFRA public hearing will be held on July 30, 2026, at 9:30 a.m. inside City Hall.

Approval of this resolution authorizes the Mayor, City Recorder, Bond Counsel, and Financial Advisor to take all actions necessary to complete the financing, including the publication and conduct of the required Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing, and to execute all documents necessary to finalize the issuance following completion of the TEFRA hearing.

Attachments:
1. Resolution
2. Capital Outlay Notes Forms and Bids
3. Municipal Advisory Agreement

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF KINGSPORT, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2026, IN AN AMOUNT NOT TO EXCEED $2,545,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the Board of Mayor and Aldermen (the "Board") of the City of Kingsport, Sullivan and Hawkins Counties, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of public art; the acquisition, construction, renovation, improvement and equipping of a municipal recreational center and related facilities, including a public swimming pool; and the acquisition of all property real and personal, appurtenant thereto or connected with such work (collectively, the "Project"); to pay all legal, fiscal, administrative, and engineering costs; to reimburse the Municipality for the costs of the Project; to pay all legal, fiscal, administrative, and engineering costs; and to pay costs incident to the financing thereof;

WHEREAS, the Municipality finds and determines that the Project is essential to the health, welfare, and safety of the public;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the State of Tennessee Director of Local Finance (the "Director of Local Finance"):

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project and costs incident to the financing thereof, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed Two Million Five Hundred Forty-Five Thousand Dollars ($2,545,000), or such lesser amount as may be determined by the Mayor of the Municipality (the

"Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2026". The Notes are issuable only as fully registered notes, without coupons, in minimum denominations of One Hundred Thousand Dollars ($100,000), or any integral multiple of $5,000 in excess thereof. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed the maximum rate per annum under applicable laws, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than annually each year commencing twelve months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than June 30, 2036. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owners of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. The principal of all Notes shall be payable upon presentation and surrender of such Notes at the principal office of the Note Registrar. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes are subject to redemption prior to maturity at any time at the option of the Municipality, as a whole or in part, at par together with accrued interest to the date fixed for redemption, upon not less than ten (10) calendar days written notice to the registered owners of such Notes.

Section 5. Execution. The Notes shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Recorder, and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon, and shall be approved as to form by the manual or facsimile signature of the City Attorney. The Notes shall not be valid for any purpose unless authenticated by the manual signature of the Note Registrar on the certificate set forth on the Notes.

The Notes shall be issued in typed, mimeographed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books") for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the Municipality to the extent of the principal so paid.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million Dollars ($10,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Exchange of Notes. Notes upon surrender thereof at the office of the Note Registrar, together with an assignment of such Notes duly executed by the registered owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal

amount of Notes of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Notes surrendered for exchange.

Section 8. Transfer of Notes. Each Note shall be transferable only on the registration books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 9. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every exchange or transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Neither the Municipality nor the Note Registrar shall be obligated to exchange or transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 10. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered

owners of the Notes as the absolute owners thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 11. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged. The Notes shall additionally be payable from, but not secured by, revenues to be derived from the one-quarter percent (0.25%) local option sales tax levied by the Municipality within the corporate limits of the Municipality within Sullivan County, Tennessee, and revenues to be derived from the operation of the Municipality's aquatic center.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in a special fund to be designated General Obligation Capital Outlay Notes, Series 2026 Note Fund (the "Note Fund"), which is hereby authorized to be created, and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 14. Approval of Director of Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of Local Finance of the State of Tennessee as provided by Section 9-21-601 et. seq., Tennessee Code

Annotated, as amended. The Mayor, Recorder, and City Attorney, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 15. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process or by private negotiated sale at a price of not less than par and accrued interest.

Section 16. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2026 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes, including necessary legal, accounting, engineering, and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, fees and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 17. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the Municipality finds and determines, as follows:

(a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;

(b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;

(c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Notes for the purpose of financing the Project;

(d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Notes are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed $2,545,000. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 18. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") and any lawful treasury regulations promulgated thereunder (the "Regulations"), as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such moneys permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or the Regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the Owners thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Internal Revenue Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Internal Revenue Code and the Regulations to pay Rebatable Arbitrage pursuant to the Internal Revenue Code and the Regulations to the United States Government it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the Owners of the Notes for federal income tax purposes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the Owners thereof for federal income tax purposes under Sections 103 and 141 through 150 of the Internal Revenue Code.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owners of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owners of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owners of the Notes.

Section 20. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owners from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owners thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The Mayor, the Recorder, the City Manager, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Notes. The Board of the Municipality hereby appoints and authorizes the Mayor, the Recorder or the City Manager to conduct a public hearing in accordance with and pursuant to the terms and provisions of Section 147(f) of the Code in connection with the issuance of the Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on or the principal of such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 25. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 21st day of July, 2026.

_____
Mayor

ATTEST:

_____
Recorder

Approved as to Form:

_____
City Attorney

STATE OF TENNESSEE
COUNTIES OF SULLIVAN AND HAWKINS

I, Travis Bishop, hereby certify that I am the duly qualified and acting Recorder of the City of Kingsport, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on July 21, 2026; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete copy of such resolution authorizing the issuance, and sale of not to exceed **$**2,545,000 General Obligation Capital Outlay Notes, Series 2026, of said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 21st day of July, 2026.

_____
RECORDER

(SEAL)

EXHIBIT “A”

FORM OF NOTE

Registered
No. R-1

Registered
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF KINGSPORT
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2026

Interest Rate: Maturity Date: Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF KINGSPORT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation located in Sullivan and Hawkins Counties, Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, in accordance with the payment schedule set forth on Exhibit “A” attached hereto and incorporated herein as fully as though copied, unless this Note shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, upon the presentation and surrender hereof at the principal office of the Recorder of the Municipality (the "Note Registrar"), the Principal Amount identified above, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, at the Interest Rate identified above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of

such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2026" (the "Notes"), issued by the Municipality in the aggregate principal amount of $2,545,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of public art; the acquisition, construction, renovation, improvement and equipping of a municipal recreational center and related facilities, including a public swimming pool; and the acquisition of all property real and personal, appurtenant thereto or connected with such work (collectively, the "Project"); to pay all legal, fiscal, administrative, and engineering costs; to reimburse the Municipality for the costs of the Project; to pay all legal, fiscal, administrative, and engineering costs; and to pay costs incident to the financing thereof, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on July 21, 2026, entitled "Resolution of the City of Kingsport, Tennessee, Authorizing the Issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2026, in an Amount Not to Exceed $2,545,000, and Providing for the Payment of Said Notes," as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the Recorder of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged. This note is additionally payable from, but not secured by, revenues derived from the one-quarter percent (0.25%) local option sales tax levied by the Municipality within the corporate limits of the Municipality within Sullivan County, Tennessee, and revenues to be derived from the operation of the Municipality's aquatic center.

This note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Note Registrar may deem and treat the person or entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of One Hundred Thousand Dollars ($100,000) and authorized integral multiples of Five Thousand Dollars ($5,000) thereof. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Notes shall be subject to redemption, in whole or in part, at the option of the Municipality, at any time, at the price of par plus accrued interest to the date of redemption, upon not less than ten (10) calendar days written notice to the Registered Owner.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a

part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY OF KINGSPORT, TENNESSEE, by its Board of Mayor and Aldermen has caused this note to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Recorder, to have its official seal, or a facsimile thereof, to be impressed or imprinted hereon, and to be approved as to form by the manual or facsimile signature of the City Attorney, all as of _____, 2026.

_____
MAYOR

(SEAL)

ATTEST:

_____
RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the provisions of the within mentioned Resolution and is one of the General Obligation Capital Outlay Notes, Series 2026, of the City of Kingsport, Tennessee.

By:_____
Recorder, as Note Registrar

EXHIBIT "A"

Date	Principal Payment

PROJECT AMENDMENT VI

BY AND BETWEEN

CITY OF KINGSPORT, TENNESSEE
AND
RAYMOND JAMES & ASSOCIATES, INC.

WHEREAS, the City of Kingsport, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Municipal Advisor") have entered into a continuing Municipal Advisory Agreement, (the "Agreement"), dated September 17, 2019 (which is incorporated by reference herein) to provide financial advice and assistance to the Issuer on an on-going basis regarding the sale, issuance and administration of its Debt Obligations and perhaps other related projects if and when needed; and

WHEREAS, the Issuer has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing Issuer and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with any Debt Obligations undertaken pursuant to the Agreement in a timely manner; and

WHEREAS, the Board of Mayor and Aldermen of the Issuer may consider authorizing the sale and issuance of its general obligation capital outlay note for the purposes of (a) funding in part the City's Fiscal Year 2023 – 2024 Capital Improvement Program; and (b) paying costs incident to the issuance and sale of the notes; and

WHEREAS, consistent with the Agreement and the Issuer's Debt Management Policy, the Issuer and the Municipal Advisor have agreed to disclose the proposed fees of the Municipal Advisor and all transaction participants for each transaction undertaken pursuant to the Agreement through an amendment and supplement with associated attachments, if any (the "Amendment"); and

WHEREAS, the Municipal Advisor agreed to provide disclosures including professional relationships among transaction participants in accordance with the Issuer's Debt Management Policy, any additional possible conflicts of interest not previously disclosed in Exhibit A to the Agreement and an estimate of all transaction expenses and participants which are to be memorialized and presented in such Amendment; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement, it is hereby mutually understood and acknowledged by all parties that:

Section 1. Consistent with the Issuer's formally adopted Debt Management Policy and/or in the interest of full disclosure and transparency, the foregoing disclosures supplement those included in the Agreement and are made and hereby acknowledged as fully disclosed and waived where applicable.

Section 2. Consistent with the terms of the Agreement, it is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this Project Amendment V and paid from proceeds of the Debt Obligations are as follows:

Service	**Provider**	**Estimated Cost**
Municipal Advisor:	Raymond James & Associates, Inc.	$18,500
Bond Counsel:	Adams and Reese LLP	$18,500
Lender's Counsel:	TBD	$5,000
Estimated Total:		$42,500

Section 3. Lender's Counsel is compensation paid to the lender's representation relating to the purchase of the of the Issuer's Debt Obligations. Such compensation is determined through the formal pricing process. This compensation is embedded in the capital outlay note issue bid pricing and is not separately stated cost of issuance.

Section 4. A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of Mayor and Aldermen at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of Local Government Finance in a timely fashion as required by prevailing State law.

Section 5. To the extent other related Raymond James personnel may assist with and provide investment services to the Issuer, it is acknowledged that on occasion separate compensation will be paid for any such services and that up to one-half of any such fees paid to Raymond James may be shared internally with representatives of the Municipal Advisor acting as a solicitor and that any such fees charged will be the same regardless of whether a solicitor is used or not.

Section 6. Raymond James serves as Dissemination Agent for the Issuer and for such services receives a separate annual fee.

Section 7. Please see the attached Exhibit A for important disclosures.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE DULY CAUSED THIS PROJECT AMENDMENT V to be signed and sealed by their respective authorized officers this ____ day of July 2026.

CITY OF KINGSPORT, TENNESSEE

By: _____
Name: Paul W. Montgomery
Title: Mayor

APPROVED AS TO FORM:

By:_____
Name: Rodney B. Rowlett, IV
Title: City Attorney

ATTEST:

By:_____
Name: Travis Bishop
Title: City Recorder/CFO

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Name: Elizabeth L. Zuelke
Title: Director

Exhibit A
Disclosure Letter for Municipal Advisor Agreement

Paul W. Montgomery, City Mayor
415 Broad Street
Kingsport, TN 37660

This letter is provided under Municipal Securities Rulemaking Board (MSRB") Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Municipal Advisor Agreement to which this letter is attached (the "Agreement") between **Raymond James & Associates, Inc.** ("Raymond James") and **the City of Kingsport, Tennessee** (the "Client"). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. **Scope of Services**. (a) ***Services to be provided*.** The scope of services with respect to Raymond James's engagement with the Client is as provided in the Agreement (the "Scope of Services").

(b) ***Limitations on Scope of Services*.** The Scope of Services is subject to such limitations as may be provided in the Agreement.

(c) ***IRMA status*.** If the Client has designated Raymond James as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Client provide to it, for review, any written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Client not represent, publicly or to any specific person, that Raymond James is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. **Raymond James's Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action or that form the basis for any advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each

person acting on the Client's behalf.

Accordingly, Raymond James will seek the Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Term.** The term of Raymond James's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement.

4. **Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

5. **Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Raymond James discloses that Raymond James and its affiliates are involved in a wide range of activities, including interest rate swaps, securities trading, or other business or financial arrangements from which conflicting interests or duties may arise. These potential conflicts are mitigated by the general mitigations described above.

II. *Compensation-Based Conflicts*. The fees due under this Agreement will be based on the size of the issue and the payment of such fees will be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Raymond James to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

III. *Other Municipal Advisor or Underwriting Relationships*. Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

IV. *Broker-Dealer and Investment Advisory Business*. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory

business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

V. *Secondary Market Transactions in Client's Securities*. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

(b) ***Disclosures of Information Regarding Legal Events and Disciplinary History*.** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

I. *Material Legal or Disciplinary Event*

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are aware of no such event.

- ADDITIONAL DISCLOSURES

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above forms provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

II. *How to Access Form MA and Form MA-I Filings*. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR

system at http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000724743. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

III. *Most Recent Change in Legal or Disciplinary Event Disclosure*. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

(d) ***MSRB Rule G-10 Required Disclosures***. Raymond James is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit www.sec.gov and www.msrb.org.

IV. *Legal Representation Disclosure.* From time to time, Adams and Reese LLP has represented Raymond James on matters unrelated to the Issuer and may continue to do so in the future.

Raymond James & Associates, Inc.

By: _____
Title: Director
Date: July 1, 2026

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Thompson & Litton for Phase 3 of the Architectural and Engineering Services for the New Elementary School in Lynn Garden

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-213-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will enter into an Agreement for a lump sum fee of $2,265,000 with Thompson & Litton, Inc., for professional architectural and engineering services to provide the design development, construction documents, bidding assistance, and construction administration for Phase 3 of the New Elementary School in Lynn Garden.

The total fee includes $188,795 for additional services of landscaping consultant, kitchen equipment consultant, furniture design consultant, furniture bidding, and cost estimating. There is also $48,000 included for reimbursable expenses.

The design work is scheduled to be completed in June 2027, construction scheduled to begin in September 2027, substantial completion is scheduled for the end of May 2029, with the school opening in August 2029.

Funds for Phase 3 are designated in the Lynn Garden Elementary School project GP2507.

The Board of Education approved the agreement on July 14, 2026.

Attachments:
1. Resolution
2. Thompson & Litton Proposed Scope of Services

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THOMPSON & LITTON INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATIVE TO PHASE 3 OF THE NEW ELEMENTARY SCHOOL IN LYNN GARDEN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Thompson & Litton, Inc., was awarded the contract for the architectural/engineering portion of the New Elementary School at the Lynn View Community Center by the board on January 21, 2025 (Res. No. 2025-130); and

WHEREAS, in furtherance of the project, it is recommended to enter into an agreement with Thompson & Litton, Inc., for professional architectural and engineering services to provide design development, construction documents, bidding assistance, and construction administration for Phase 3 of the New Elementary School in Lynn Garden for a lump sum fee of $2,265,000; and

WHEREAS, the total fee includes $188,795 for additional services of a landscaping consultant, kitchen equipment consultant, furniture design consultant, furniture bidding, and cost estimating, as well as $48,000 for reimbursable expenses; and

WHEREAS, the Board of Education approved this action July 14, 2026; and

WHEREAS, funding is identified in the Lynn Garden Elementary School Project (GP2507).

Now therefore,

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

SECTION I. That an agreement with Thompson & Litton, Inc., for professional services related to Phase 3 of the New Elementary School in Lynn Garden for a lump sum fee of $2,265,000 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 Thompson & Litton, Inc., to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

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

ADOPTED this the 21st day of July 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

THOMPSON & LITTON EST. 1956

ENGINEERS ARCHITECTS SURVEYORS

June 19, 2026

Mr. Andy True
Assistant Superintendent - Administration
Kingsport City Schools
499 Clinchfield Street, Suite 200
Kingsport, TN 37660

RE: A/E Fee Proposal for a New Elementary School and Associated Work at the Lynn View Community Center Site - Phase 3
T&L Project No. 018291

Dear Mr. True:

Thompson & Litton, Inc. (T&L) is pleased to offer this proposal for professional architectural and engineering services to provide the Design Development, Construction Documents, Bidding Assistance, and Construction Contract Administration Phase services for the new 750 student elementary school. This proposal replaces the original proposal dated June 11, 2026. The Phase 1 work on the project is complete. The Phase 2 work is currently being addressed with the completion of the construction scheduled for August of 2027 (please see below).

T&L has continued our relationship with our teaming partner, Moseley Architects, to provide the services required in order to complete this project. Additionally, other subconsultants which will be involved are listed below:

Environmental Testing
Environmental Solutions & Associates, Inc.

Geotechnical and Subsurface Investigation
Foundation Systems Engineering, P.C.

Food Service
Food Service Consultants Studio

Landscape Design
Ross Fowler Landscape Architecture

Structural Engineering
Spoden and Wilson Consulting Engineers

Interior Design and Furniture, Fixtures, and Equipment
Inspire Business Interiors

Cost Estimating
Hummer Construction Resources

BACKGROUND INFORMATION AND SCOPE OF THE OVERALL PROJECT

The Kingsport City Schools had requested an architectural/engineering proposal to provide a new approximately 750 student (at 85% capacity) pre-K through fifth grade elementary school on the site of the current Lynn View Community Center in the Lynn Garden Community of Kingsport. This new elementary school will replace the existing Roosevelt Elementary School and Kennedy Elementary School which are also located in the Lynn Garden Community. Per the most recent schematic design plans, the new multi-story facility will serve 872 students and be approximately 117,000 square feet.

The new elementary school will include the following interior educational spaces:

- Corridors
- Classrooms
- Educational interventions/support areas
- Gymnasium with space for school-wide gatherings
- Cafeteria
- Classrooms for instrumental music program (band/orchestra)
- Administrative spaces including administrative offices, counseling support areas, and school resource officer areas

The new elementary school will include the following non-educational interior spaces:

- Kitchen
- Toilets
- Stairs
- Elevator and elevator equipment room
- Storage rooms
- Mechanical rooms
- Electrical rooms
- IT rooms

The new elementary school will include the following exterior spaces:

- Outdoor play areas including, but not limited to, athletic fields (not including playground replacement)
- Parking lots
- Parent/guardian drop-off/pick-up area
- Bus drop-off/pick-up area

Existing Site and Surrounding Area:

As noted above, the site for new pre-K through fifth grade elementary school is the current Lynn View Community Center property. This site currently contains the existing building and associated parking lots, a newly built outdoor play area, and a baseball field. The site also includes the property on the South side of Walker Street which is the current home to the football field, track, and baseball field.

The overall school site is bisected by Walker Street, with Mullins Street to the North, Frank Street and Goal Street on the East, Nelms Lane on the West, and Akers Avenue on the South. Once the project is complete, Walker Street will be closed to thru traffic and will be used as part of the project property.

WORK ALREADY COMPLETED – PHASE 1

The scope of services already provided in Phase 1 consisted of the following:

- Programming.
- Schematic Building and Site Design.
- Site Survey – Overall property bisected by Walker Street in the middle, with Mullins Street to the North, Frank Street and Goal Street on the East, Nelms Lane on the West, and Akers Avenue on the South.
- Traffic Impact Study.
- Site Geotechnical.
- Existing Lynn View Middle School Environmental Building Review.

WORK ALREADY CONTRACTUALLY OBLIGATED – PHASE 2

The scope of services currently being addressed in Phase 2, Site Demolition and Site Preparation Package:

- Lynn View Community Center Building Demolition, Asbestos Abatement Design Development and Construction Documents.
- Civil and site drawings to address the new Nelms Lane extension, work to Mullins Street, and work to Frank Street. This work includes new street paving, curbs, sidewalks, guardrail, street lighting, and the associated grading.
- Civil and Site Design Development and Construction Documents for the area bound by Walker Street to the South, the extension to Nelms Lane to Mullins Street to the West, and Frank Street to the East.
- Storm Water Pollution Prevention Plans.
- Additional existing Lynn View Middle School Environmental Building Review.
- Additional Site Geotechnical.
- Bidding Assistance.
- Construction Contract Administration.

Please see the attached Site Plan and Site Grading Plan, which addresses the work approved by the Owner during Phase 2.

BASIC SERVICES AND ADDITIONAL SERVICES TO BE PROVIDED IN THE PHASE 3 SCOPE OF WORK

Phase 3 will advance the project by building upon the work completed in Phases 1 and 2, further refining the schematic design, integrating all completed design components, and developing comprehensive construction documents suitable for permit acquisition, competitive bidding, and construction. Design services for the Design Development and Construction Documents phases of the project will be in accordance with the services described in AIA B101-2017 Standard Form of Agreement Between Owner and Architect and will include the following Building Design Development and Construction Documents:

- Life Safety Plans.
- Floor Plans.
- Enlarged Plans.
- Exterior Elevations.
- Interior Elevations.
- Door, Frame, and Hardware Schedules.
- Partition Types and Details.
- Design Structural Drawings.
- Mechanical/Plumbing Drawings.
- Electrical and Communications Drawings.
- Project Manual Consisting of Bidding, Front-end, Technical Specifications, and Appendices.

Site Design Documents:

Phase 3 sitework will consist of all remaining site-related improvements and construction activities that were not included in, or completed as part of, the Phase 2 contract and will include the following Site Design Development and Construction Documents:

- Site Demolition Plans.
- Site Grading Plans.
- Site Utility Plans.
- Site Grading and Utility Details.
- Storm Water Pollution Prevention Plans.
- Landscaping Plans.
- Technical Specifications to be included in Project Manual.

Additional Services included in the Phase 3 Scope of Work include Design Development and Construction Documents for the following:

- Cost Estimate.
- Site Landscaping.
- Kitchen Equipment.
- Furniture Design – The Furniture Design will be Issued as a Separate Bid Package when the Phase 3 Construction Documents are Advertised for Bid.
- Technical Specifications to be Included in Project Manual.

Bidding Assistance:

- Submit the Construction Documents to the Tennessee Fire Marshal and the City of Kingsport for Review.
- Attend the Prebid Conference.
- Address RFI's and issue Addenda as Necessary.
- Attend the Bid Open.
- Evaluate the Phase 3 Bids and Provide a Bid Evaluation Letter to the City of Kingsport.
- Evaluate the Furniture Design Package Bids and Provide a Bid Evaluation Letter to the City of Kingsport.

Construction Contract Administration:

- Attend the Preconstruction Meeting at the Project Site.
- Attend 21 Progress Meetings at the Project Site.
- Attend 12 Other Meetings during Construction at the Project Site or at the Owners' Office.
- Answer RFI's and Review Submittals and Shop Drawings.
- Review and Certify Pay Applications.
- Review and Approve Change Order Proposals.
- Compile a Project Punchlist.

SCHEDULE OF WORK

It is envisioned that the identified Phase 3 design work will take approximately 11 months while construction will take approximately 21 months to complete. The proposed schedule is below:

Begin Phase 3 Design Development and Construction Documents	August 3, 2026
Complete Phase 3 Design Development and Construction Documents	June 16, 2027
Advertise for Bid	June 16, 2027
Prebid	July 14, 2027
Open Bids	July 28, 2027
Board of Education Approval	August 10, 2027
Board of Mayor and Alderman Approval	August 17, 2027
Begin Phase 3 Construction	August 30, 2027
Substantial Completion Phase 3 Construction	May 29, 2029

ASSUMPTIONS AND EXCLUSIONS

1. Project close-out documentation (record documents) is excluded.
2. VE of design, which involves drawing changes to the construction documents, during bidding or construction is excluded.
3. LEED or green design is excluded.
4. No newspaper advertising costs are included.
5. Reimbursable expenses do not include the Fire Marshal's review fee. This will be paid by the Owner.
6. IT, communications, and security is excluded from the Architect's scope of work. Only the rough-in is included.
7. Interior and exterior signage is excluded from the Architect's scope of work.
8. Third party, code required testing and inspection is not included in this proposal.

PROPOSED COMPENSATION FOR ARCHITECTURAL AND ENGINEERING SERVICES

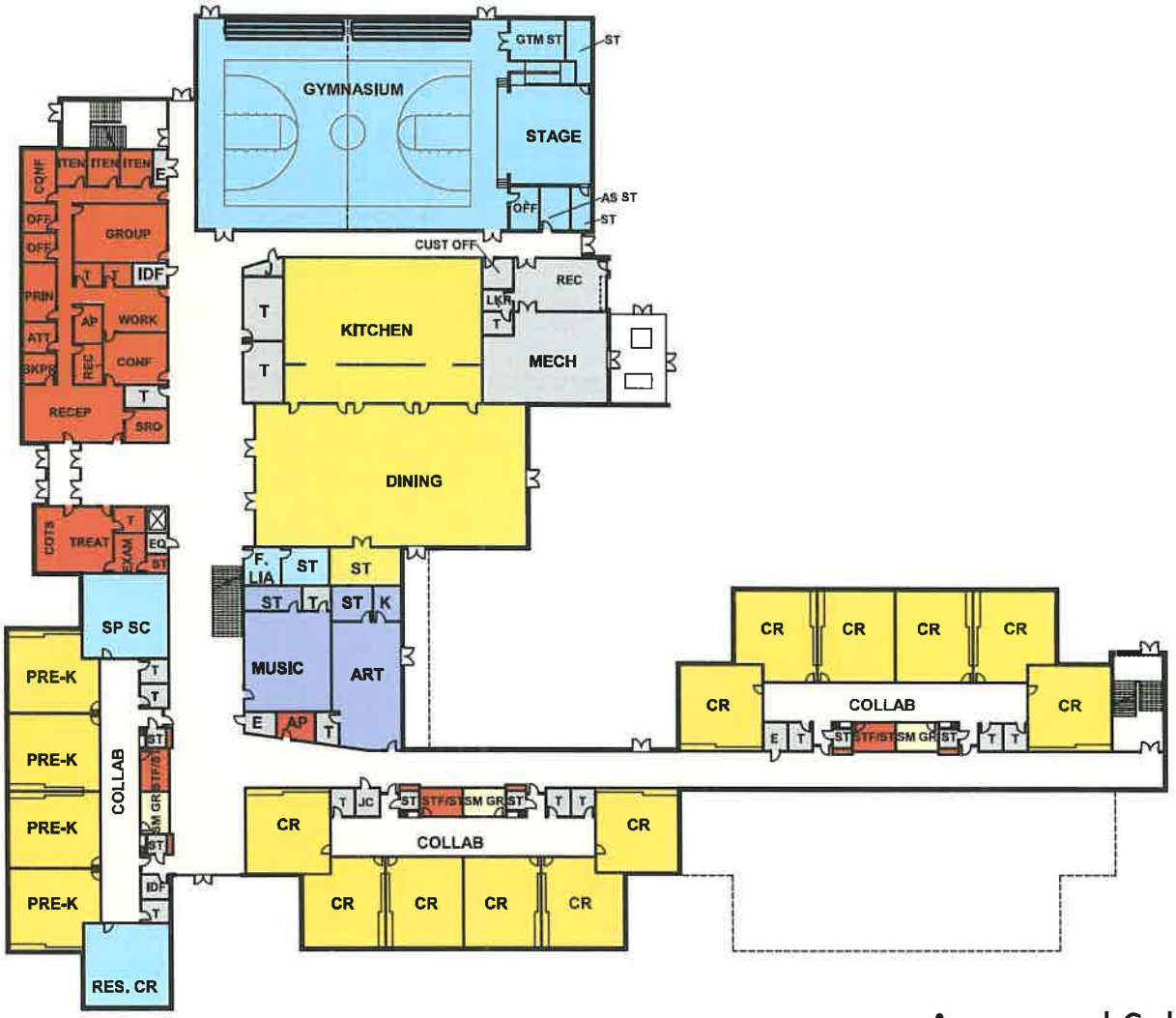
As detailed in the above information, the proposed lump sum fee (Basic Services and Additional Services), including normal expenses, for the Phase 3 architectural/engineering services is $2,265,000.00. An AIA document B101-2017 Standard Form of Agreement Between Owner and Architect will be provided for this Phase 3 work per emails with the Owner on June 3, 2026.

Thank you for the opportunity to provide this proposal. We are eager to get started with this next phase of the project for the City of Kingsport.

Sincerely,

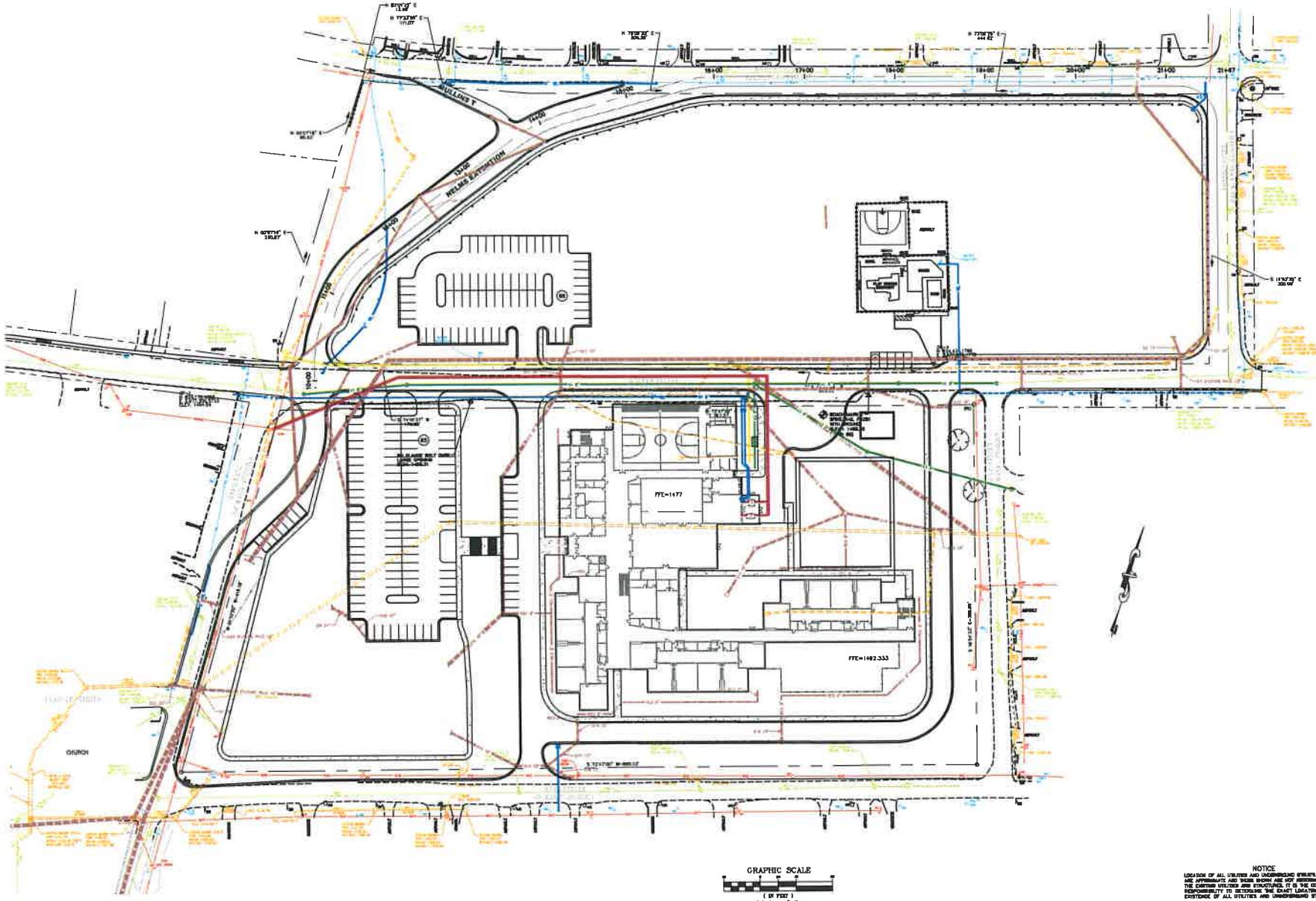
Brian C. Alderson, AIA, NCARB, LEED AP
Senior Architect/Project Manager

Attachments



Approved Schematic Design
Lower Level Floor Plan

Approved Schematic Design
Upper Level Floor Plan



PRELIMINARY

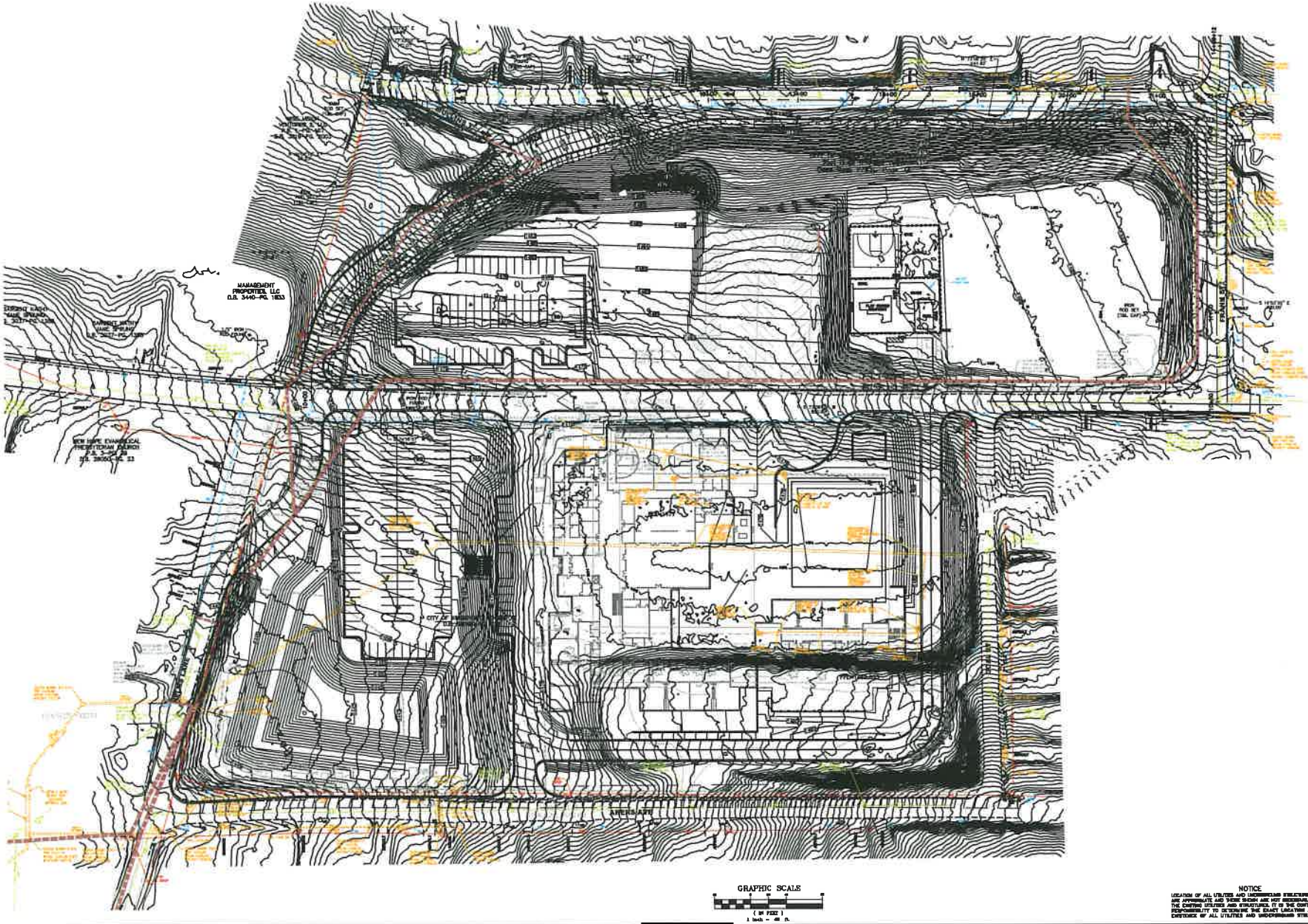
A NEW LYNN GARDEN ELEMENTARY SCHOOL FOR THE CITY OF KINGSPORT, TN
PHASE 2 - SITE DEMOLITION, GRADING, AND DRAINAGE

UTILITY PLAN

Project No. 18219

THOMPSON & LITTON

C9.1



PRELIMINARY

A NEW LYNN GARDEN ELEMENTARY SCHOOL FOR THE CITY OF KINGSPORT, TN
PHASE 2 - SITE DEMOLITION, GRADING, AND DRAINAGE

ROUGH GRADING PLAN

Project No: 18219

THOMPSON & LITTON

Sheet No: C5.1

Item X8.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Authorize the City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2015

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-196-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	J.A. Gilliam, K. Gilmore
First Reading:	N/A	Presentation By:	Travis Bishop

Strategic Focus Area: Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City Recorder will be authorized to reconcile uncollectible property taxes receivable for taxes assessed for Tax Year 2015.

In Tennessee property taxes are only collectible for a period of ten years. This requires that an adjustment be made annually for the fiscal year ending June 30 to recognize uncollectible property tax receivables. This includes real property, taxes on utilities, and personal property. Real property is turned over to the Clerk & Master for collection through the delinquent tax litigation process. The majority of the uncollectible property tax receivable is on personal property.

For Fiscal Year ending June 30, 2026 there is an adjustment of $64,543.95 to be made to recognize for uncollectible receivables. This amount represents 0.17% of the tax levy with 99.83% being collected.

Attachments:
1. Resolution
2. Tax List

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2026 FOR THE TAX YEAR 2015 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

WHEREAS, reconciliation has been made of the real, personal, and public utility property tax receivables, estimated uncollectible and deferred revenue accounts, and it is recommended that an adjustment to the final accounting be made; and

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2015 was $37,585,874.02; and

WHEREAS, of that amount, a total of $64,543.95 has not been collected; and

WHEREAS, as part of the final accounting, an adjustment needs to be made to recognize uncollectible receivables.

Now therefore,

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

SECTION I. That the City Recorder is hereby, authorized to reconcile and adjust delinquent real, personal, and public utility property tax receivables in Fiscal Year 2026 in the amount of $64,543.95 for tax year 2015.

SECTION II. That the City Recorder and Mayor are authorized and directed to execute any pleadings necessary and proper for the delinquent tax collection lawsuit and all other documents necessary and proper to effectuate the purpose of the reconciliation.

SECTION III. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 21st day of July, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY, CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT III, CITY ATTORNEY

PROGRAM TX485L TAX YEAR 2015 FOR ALL ROLLS
CITY OF KINGSPORT - PROPERTY TAXES AS OF 6/29/26 UPDATED THRU 6/29/26 FOR ALL ACCOUNTS
SUMMARY BY OWNER NAME RECAP BY YEAR / ROLL INCLUDE UNCOLLECTIBLES
FOR ALL ENTITIES

YEAR/ROLL	BILLED AMOUNT	PAID BASE	PAID OTHER +/-	UNPAID AMOUNT	UNAPPLIED AMOUNT	# OF ACCTS	% COLLECTED
15 HC	1,263,476.24	1,263,476.24	6,619.31	.00	.00		100%
15 HP	80,675.83	80,261.95	334.53	413.88	.00	1	99%
15 IS	1,182,305.92	1,182,305.92	.00	.00	.00		100%
15 PH	21,218.58	21,218.58	21.52	.00	.00		100%
15 PS	1,050,191.76	1,047,745.48	6,239.97	2,446.28	.00	3	99%
15 SC	26,423,500.47	26,399,848.32	237,092.08	23,652.15	.00	113	99%
15 SP	7,564,505.22	7,526,473.58	11,541.79	38,031.64	.00	285	99%
15	37,585,874.02	37,521,330.07	261,849.20	64,543.95	.00	402	99%
* TOTALS	37,585,874.02	37,521,330.07	261,849.20	64,543.95	.00	402	99%

ENTITY/YEAR		BILLED AMOUNT	PAID BASE	PAID OTHER +/-	UNPAID AMOUNT	UNAPPLIED AMOUNT	% COLLECTED
CODE	15	12,853.00	3,827.00	.00	9,026.00	.00	30%
ILTS	15	1,182,305.92	1,182,305.92	.00	.00	.00	100%
NSF	15	750.00	750.00	.00	.00	.00	100%
PPH	15	80,675.83	80,261.95	334.53	413.88	.00	99%
PPS	15	7,555,296.63	7,526,443.01	11,541.18	28,853.62	.00	99%
PPSI	15	9,135.32	.00	.00	9,135.32	.00	0
PPSP	15	73.27	30.57	.61	42.70	.00	42%
PSH	15	21,218.58	21,218.58	21.52	.00	.00	100%
PSS	15	1,050,191.76	1,047,745.48	6,239.97	2,446.28	.00	99%
00H	15	867,810.38	867,810.38	4,179.47	.00	.00	100%
00S	15	12,909,329.74	12,898,187.81	143,009.78	11,141.93	.00	99%
08H	15	393,094.07	393,094.07	2,439.84	.00	.00	100%
08S	15	10,541,037.11	10,537,552.89	85,621.68	3,484.22	.00	99%
09S	15	2,811,718.72	2,811,718.72	5,738.75	.00	.00	100%
10H	15	2,281.85	2,281.85	.00	.00	.00	100%
10S	15	63,630.82	63,630.82	2,430.82	.00	.00	100%
11H	15	289.94	289.94	.00	.00	.00	100%
11S	15	44,945.34	44,945.34	179.34	.00	.00	100%
12S	15	14,685.13	14,685.13	111.71	.00	.00	100%
15S	15	24,550.61	24,550.61	.00	.00	.00	100%
* TOTALS		37,585,874.02	37,521,330.07	261,849.20	64,543.95	.00	99%

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
175741	A CUT ABOVE	37.26				37.26	
179139	A HELPING HAND MOBILE	15.53				15.53	
71019	A-1 WOODWORKING	17.16				17.16	
178869	AAA DRAFTING & DESIGN	31.05				31.05	
170409	AAA PORTABLE WELDING &	77.13				77.13	
167485	ABSOLUTE CARPET CLEANING	30.33				30.33	
170519	ABSOLUTE HAIR & BODY WORX	47.78				47.78	
167033	ACE LUV ENTERTAINMENT LLC	30.33				30.33	
178165	ACME LANDSCAPE	130.58				130.58	
178197	ACTION REPAIR SOLUTIONS	7.76				7.76	
157645	ADAMS PAUL CPA	609.78				609.78	
77645	ADAMS, CAROLYN F	5.18				5.18	
54299	ADAMS, WORLEY & RUBY	27.95				27.95	
77479	ADAMS, WORLEY & RUBY	12.94				12.94	
170553	ADVANCED PHYSICAL THERAPY	32.69				32.69	
138007	AESQUE, PAUL	9.32				9.32	
173015	AFFORDABLE CASKETS &	62.22				62.22	
172905	AJB CLEANING SERVICES	19.42				19.42	
164433	ALL AMERICAN AUTOMOTIVE	287.13				287.13	
170491	ALL GOOD OCCASIONS	24.26				24.26	
179099	ALMOND BLUE PAINTING AND	15.53				15.53	
171675	ALVIS, JOHN & LUCILLE	476.10				476.10	
146747	AMERICAN HERITAGE REALTY	94.76				94.76	
163005	AMERIPRISE FINANCIAL	26.58				26.58	
178009	ANGELIC JEWELS & GIFTS	15.53				15.53	
172567	ANTHONY AND GEOFF'S	7.76				7.76	
162449	APPALACHIAN MANAGEMENT SER	5.96				5.96	
170953	ART TREASURES	6.21				6.21	
77257	ARUFFO, VICKIE L	345.17				345.17	
179097	AUTO AND MARINE UPHOLSTERY	18.63				18.63	
159795	AUTOWORLD OF KINGSPORT	37.05				37.05	
171013	BACK-BASICS MASSAGE	24.26				24.26	
180143	BAD WOLF FITNESS	15.53				15.53	
60113	BANDY, T R JR	12.94				12.94	
175983	BARGAIN SHACK	15.53				15.53	
47155	BARRETT INVESTMENTS LLC	1035.00				1035.00	
59073	BARRETT INVESTMENTS LLC	49.68				49.68	
61021	BARRETT INVESTMENTS LLC	222.01				222.01	
179909	BBI INSURANCE GROUP	15.53				15.53	
171023	BEFORE & AFTER	24.26				24.26	
48505	BELL, SHELBY ELIZABETH	299.12				299.12	
59545	BELL, SHELBY ELIZABETH	45.54				45.54	
175591	BETTER LAWNS & GARDENS	15.53				15.53	
164623	BILL'S SPORTS COLLECTIBLES	32.21				32.21	
179205	BILLS CARPET INSTALLATION	18.63				18.63	
171057	BLAZE UNLIMITED	24.26				24.26	
179265	BLOOMING BOUQUET THE	18.63				18.63	
59415	BOGGS, BENNY	3.11				3.11	
77511	BOGGS, BENNY L	27.95				27.95	
175869	BONE FIRE SMOKEHOUSE	465.75				465.75	

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
179981	BRADLEY JC	15.53				15.53	
167215	BRENTS AGENCY	22.44				22.44	
158503	BRIAN K RIECK STUDIOS	231.36				231.36	
163497	BROOKS, J FRED &	9.83				9.83	
50427	BROWN, HAL JOSEPH	250.47				250.47	
72795	BRUCE, HERSHEL GERALD &	4.66				4.66	
62619	BRUMMITT, DAVID L	256.68				256.68	
180227	BUCKMAN LABORATORIES INC	119.42				119.42	
171003	BUSY BEE CONSIGNMENT	8.61				8.61	
180183	C & C REMODELING AND HANDY	15.53				15.53	
178253	C&F MANUFACTORING USA	952.61				952.61	
175679	C&R HOME IMPROVEMENT	5.28				5.28	
178161	C&T FLOORCOVERING	24.07				24.07	
180097	CALIFORNIA CUTS	15.53				15.53	
59559	CAMPBELL, JEFF	62.62				62.62	
179925	CAROLINE'S CLEANING SERVIC	15.53				15.53	
176121	CASH FOR GOLD EXPRESS	6.21				6.21	
179823	CASSIDY'S SEAL COATING AND	51.52				51.52	
179963	CENTER ST APPLIANCES	15.53				15.53	
177723	CFC CONSTRUCTION	31.05				31.05	
175763	CHARMED SOUTHERN	15.53				15.53	
172413	CHASING TIME PHOTOGRAPHY	19.42				19.42	
178929	CHAVA'S MEXICAN GRILL &	931.50				931.50	
175977	CHEEK SOLUTIONS INC	55.46				55.46	
177693	CHILDRENS BOWTIQUE	15.53				15.53	
178061	CHLOES TREASURES & FINDS	15.53				15.53	
156009	CHOPPERS INK	44.44				44.44	
172683	CHRISTIAN VOICE DEVELOPMEN	15.17				15.17	
178901	CLASSIC ITEMS ETC	15.53				15.53	
177905	CLEAN WATER SERVICE	31.05				31.05	
156663	CLINCH MTN BPO ELKS	12.13				12.13	
177967	COMFORT HEAT/AIR CO	15.53				15.53	
142425	COOKS, CROSSING INC	7.76				7.76	
64767	COPAS, JOHNNY & MARTI	59.00				59.00	
8653	COPAS, RICKY & SUSAN	191.48				191.48	
178153	COPPER TREE LANDSCAPING	154.34				154.34	
59143	CORDELL, JAMES ROBERT JR	.52				.52	
67633	CORTES, CARMELO JR	35.71				35.71	
59145	COX, GORDON E & CLARA RUTH	.52				.52	
162697	CP SOLUTIONS LLC	17.04				17.04	
177925	CRAFT BEVERAGE SUPPLY	17.76				17.76	
164581	CUSTOM ORTHOTICS & PROSTHE	45.40				45.40	
175569	DANIEL HINKLE CONSTRUCTION	31.05				31.05	
61303	DARNELL, NATHAN	27.43				27.43	
61301	DARNELL, NATHANIEL	148.01				148.01	
159263	DAVEL COMMUNICATIONS INC	18.20				18.20	
180145	DAVENPORTS LAWN CARE	3.77				3.77	
54047	DAYBREAK, GROUP INC	19.67				19.67	
138009	DEAN, JOAN	9.32				9.32	
167515	DEB SALES INC	30.33				30.33	

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
178091	DEB SHOPS SDE LLC	85.01				85.01	
180061	DENNISON HEATING AND	15.53				15.53	
178953	DESIGNS OF HOLLYWOOD/	15.53				15.53	
178789	DETAIL SHOP THE	21.61				21.61	
178807	DIGITAL ENTERTAINMENT	15.53				15.53	
175765	DILLON FINANCIAL LLC	42.46				42.46	
165867	DIVINE DELICACIES	237.45				237.45	
179175	DOCTHAT PLUMBING	18.63				18.63	
153257	DRAINE MICHAEL	109.19				109.19	
167145	DREAM WEAVER CONSTRUCTION	34.90				34.90	
177969	EAST STONE DRIVE AUTOMOTI	15.53				15.53	
179429	EAST TENNESSEE EXPRESS, LLC	310.50				310.50	
166077	EAST TENNESSEE MIXED	30.33				30.33	
178171	EAST TENNESSEE PAVING	31.05				31.05	
177945	EAST TN ELECTRONICS	7.76				7.76	
74485	EGAN, A K & CALLIE	2.07				2.07	
164089	EL CORITA MEXICAN STORE #2	6.21				6.21	
178761	ELBOW ROOM	15.53				15.53	
179039	ENERGY EFFICIENT STRUCTURE	62.10				62.10	
180021	ESCAPE AQUA MASSAGE	15.53				15.53	
178199	EVAN STRUGILL PHOTOGRAPHY	15.53				15.53	
172971	EVOLUTION SUBMISSION	19.42				19.42	
164265	EZ GREEN ASSOCIATES LLC	61.98				61.98	
179191	FINISH CARPENTRY SERVICES	15.53				15.53	
165771	FINISHING TOUCH AUTO BODY	161.65				161.65	
82223	FIRST, PROPERTY DEVELOPMENT	10.35				10.35	
171157	FLEET AUTO SERVICE	209.24				209.24	
175571	FRANK LANE	15.53				15.53	
66993	FRAZIER, RICHARD & TAMMY	335.34				335.34	
161997	FRAZIER, STEVEN CARL	11.39				11.39	
167293	FREEMAN MARK AIA	630.29				630.29	
51721	FROST, ROSHELL & PANSY E	188.37				188.37	
179879	GAMBRELL & CO WEB MARKETIN	15.53				15.53	
171043	GAME X-CHANGE THE	24.26				24.26	
162925	GIFT SHOPPE THE	36.49				36.49	
158527	GINGEROO'S PLACE	23.70				23.70	
179111	GIRL NEXT DOOR	15.53				15.53	
74039	GODDARD, RALPH P &	473.51				473.51	
172699	GODSEY MISTY	19.42				19.42	
152375	GOLD STAR FITNESS	572.44				572.44	
159281	GOLD STAR FITNESS	413.88				413.88	
175905	GOLDEN TOUCH ONE STOP	15.53				15.53	
179101	GRANDSCAPES	15.53				15.53	
176011	GREG LEWIS	15.53				15.53	
176057	GRILLS CONSULTING	15.53				15.53	
48495	GUY, CLYDE P	123.68				123.68	
173005	HAIR AT WELLINGTON	23.29				23.29	
79003	HALL, JOSEPH M	28.46				28.46	
79005	HALL, JOSEPH M	28.46				28.46	
79017	HALL, JOSEPH M	15.53				15.53	

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
79029	HALL, JOSEPH M	36.23				36.23	
11547	HAMMONDS, EARL & GOLDIE LEE	188.37				188.37	
157235	HANES LINDE CPA	18.55				18.55	
172515	HARRIS CLEANING COMPANY	19.42				19.42	
58947	HARTGROVE, MICHAEL L &	5.18				5.18	
58951	HARTGROVE, MICHAEL L &	5.18				5.18	
58953	HARTGROVE, MICHAEL L &	23.29				23.29	
175999	HATCHER'S PAINTING & HANDY	15.53				15.53	
60949	HAYNES, GRADY O &	7.25				7.25	
157719	HEADS TOGETHER HAIR SALON	12.13				12.13	
178885	HEIRLOOM GALLERIES	62.10				62.10	
178189	HELMICK DEVELOPMENT CO	6.00				6.00	
142133	HENRYS MOTORCYCLE SHOP	894.05				894.05	
48071	HENSLEY, LORA	69.86				69.86	
180237	HERITAGE GLASS LLC	9135.32				9135.32	
43087	HICKMAN, JAMIE & MISTY D	328.10				328.10	
172489	HIGHLINE AUTOS	366.49				366.49	
170345	HIGHWAY BOUTIQUE	388.13				388.13	
59369	HOBBS, HERBERT HOOVER &	31.57				31.57	
48633	HOGG, LEONARD	35.19				35.19	
179989	HOHLSHOT TRANSPORTATION	15.53				15.53	
73231	HOLBROOK, DANIEL M &	137.14				137.14	
54297	HOOD, ALLYN	27.95				27.95	
59509	HOOD, ALLYN	129.89				129.89	
66979	HOOD, ALLYN	9.83				9.83	
171031	HOTLICS'S KARAOKE SHOW	155.25				155.25	
69363	HOWARD GEORGE	386.68				386.68	
58889	HOWARD, GEORGE E & GAIL V	37.26				37.26	
58893	HOWARD, GEORGE E & GAIL V	18.63				18.63	
58899	HOWARD, GEORGE E & GAIL V	20.70				20.70	
14061	HUTCHIN, RUTH E	164.05				164.05	
171177	INFINITY HAIR STUDIO	115.30				115.30	
166079	INK REVOLUTION	8.22				8.22	
178129	J FISHING SUPPLIES	15.53				15.53	
179663	JACKSON, STEPHEN S	32.60				32.60	
170777	JEAN FAIR LCSW	15.40				15.40	
171237	JEFF VAUGHN CONSTRUCTION	486.78				486.78	
167149	JENKINS PAINTING SERVICE	30.33				30.33	
71273	JESSEE, EDGAR FUGATE &	241.67				241.67	
179837	JIMMY'S CYCLE CITY	15.53				15.53	
178959	JOSIE-N-THYME CATERING	15.53				15.53	
179873	JOURNEY CENTER FOR	3.15				3.15	
178759	JUNKIN' TREASURES	15.53				15.53	
175755	JUST 4 KIDS	16.31				16.31	
178053	K & K REMODELING	15.53				15.53	
175599	K & R CROSS	15.53				15.53	
174591	KAY CARMEN LEE &	11.90				11.90	
175629	KAY'S OF KINGSPORT	55.48				55.48	
157733	KEITHS DISCOUNT APPLIANCES	11.74				11.74	
170515	KICKASSKIX COM	24.26				24.26	

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
164245	KIDZ KORNER	227.43				227.43	
179157	KINGSPORT AUTO TOP SERV	31.05				31.05	
172493	KINGSPORT CLEAN	40.12				40.12	
170697	KINGSPORT DIGITAL PRINTING	41.50				41.50	
159931	KINGSPORT LOCKSMITH SERV	60.71				60.71	
178135	KINGSPORT MOTORSPORTS INC	15.53				15.53	
175975	KINGSPORT TIGER ROCK	15.53				15.53	
51950	KITCHEN DESIGNS	370.76				370.76	
167447	KMG GRAPHIX	30.33				30.33	
162527	KRAYOLA KIDZ CHILD CARE	25.15				25.15	
177903	KUDOS CUSTOM T'S	15.53				15.53	
178263	KWIN SERVICES	15.53	13.07			2.46	
178257	L & J CONSULTING	15.53			8/17/15	15.53	
167405	LAM'S CLEANING SERVICES	30.33				30.33	
6739	LANG, LAWRENCE JAMES ETUX	1809.61				1809.61	
142563	LAURELWOOD, TOWNHOUSE CORP	218.90				218.90	
149511	LAURELWOOD, TOWNHOUSE CORP	75.56				75.56	
178755	LAWN RANGERS	15.53				15.53	
51453	LAWSON, GERALD LEE	21.74				21.74	
164839	LEE HAIR	15.17				15.17	
179827	LEE'S CONSTRUCTION SERVICE	15.53				15.53	
1527	LEEPER, VIRGINIA P L/E &	353.97				353.97	
175601	LEFTIES COUNTER CULTURE	15.53				15.53	
9407	LIGHT, BETTY C	81.25				81.25	
179931	LITTLE MAN'S PATCHING LLC	15.53				15.53	
175935	LIVE FIT LLC	931.21				931.21	
1243	LOLLIS, ADDIE BELLE RHEA	198.72				198.72	
172685	LORETTA CLEANING SERVICE	3.93				3.93	
178745	LYNN GARDEN FURNITURE	31.05				31.05	
178763	LYNN GARDEN PALM &	15.53				15.53	
17469	MANESS, LOWELL E L/E &	208.55				208.55	
178903	MANIS RESIDENTIAL &	31.05				31.05	
172677	MARCUS ENTERPRISE	6.38				6.38	
172473	MARKET THE	19.42				19.42	
167161	MARY ANN'S	90.98				90.98	
178743	MASTER MAINTENANCE	15.53				15.53	
173139	MAXWELL COACH CO., INC	517.50				517.50	
179985	MAYHEM PARK	15.53				15.53	
177459	MCCANN, PAT & MARTHA D	.52				.52	
176071	MCCOY'S DRYWALL	31.05				31.05	
59679	MCCRARY, ALICE E	14.49				14.49	
67349	MCCRAY, TIMOTHY W &	263.41				263.41	
179293	MCEWAN JOHN	15.53				15.53	
167603	MCGRAW AND ASSOCIATES INC	9.71				9.71	
139555	MCKINNIS AND SCOTT	202.49				202.49	
170763	MCLELLAN JASON	6.21				6.21	
157419	MCSPADDEN ANIMATION PROD	115.69				115.69	
3417	MEADE, GARVEY & ESTELLA	189.41				189.41	
172907	MHI	30.33				30.33	
46351	MILTON, DEVELOPMENT CORP	434.70				434.70	

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
162481	MOLCAJETES MEXICAN GRILL	58.58				58.58	
170941	MOMENTS PROFESSIONAL	24.26				24.26	
66447	MOREA, CESAR	15.53				15.53	
179971	MORTAGE PROCESSING SOLUTIO	15.53				15.53	
170955	NAIL SPA	401.79				401.79	
177875	NAILS ART	15.21				15.21	
172477	NATALIE EVENT PLANNING &	19.42				19.42	
180247	NESTLE USA INC	113.60				113.60	
175833	NORTH AMERICAN CAPITAL	15.53				15.53	
60971	ODONNELL, JERRY	30.53				30.53	
159659	ODONNELL, JERRY	94.70				94.70	
159661	ODONNELL, JERRY	31.05				31.05	
159663	ODONNELL, JERRY	27.95				27.95	
159671	ODONNELL, JERRY	34.67				34.67	
160407	OFF THE TOP HAIR & SKIN	14.63				14.63	
54027	OLVEY JUSTIN COTY	48.65				48.65	
177939	ON FIRE PRODUCTION INC	15.53				15.53	
178809	ONE CALL LAWN CARE	31.05				31.05	
179239	ORALEE'S PURSES & PEARLS	15.53				15.53	
177763	PACE, LLC DBA GOLD STAR FI	2794.50				2794.50	
176079	PAINTED NOTE STUDIOS	6.21				6.21	
179943	PARHELION SOUND AND LIGHT	15.53				15.53	
177931	PARLOUR SALON	15.53				15.53	
180055	PAULA'S DELI	38.27				38.27	
170505	PERFECT PAIR	24.26				24.26	
61219	PHILLIPS, THOMAS J & IRENE	17.08				17.08	
165749	PICTURE ME PORTRAIT STUDIO	18.73				18.73	
61703	PIERSON, TONY	306.88				306.88	
157237	PLANET SUN	118.78				118.78	
167643	POOL GUY THE	30.33				30.33	
56629	POORE, MARY K	196.65				196.65	
172673	POPE FIRM	49.47				49.47	
180079	POPEYES LOUISANA KITCHEN	1793.68				1793.68	
170599	POS OF TRI CITIES	24.26				24.26	
172411	POTTERS CHILD AGENCY &	19.42				19.42	
179907	PPG LLC	15.53				15.53	
178925	PREFERRED CORPORATE GRP	48.36				48.36	
163119	PRICE CHIROPRACTIC CLINIC	88.53				88.53	
174253	PRICE, STELLA MAE L/E & WILLIA	60.03				60.03	
157069	PRINTING CONCEPTS	393.07				393.07	
176139	PROFESSIONAL EXTERIORS LLC	15.53				15.53	
179141	PROJECT COMPLETE	31.05				31.05	
178747	QUALITY USED APPLIANCES	31.05				31.05	
3371	QUALLS, NICHOLAS	237.53				237.53	
170891	RADER FLOOR INSTALLERS	150.41				150.41	
180011	RED DRAGON KENPO KARATE	27.16				27.16	
178867	REST N RELAX PAINTING	15.53				15.53	
62049	RIDDLE, MICHAEL G &	25.88				25.88	
58939	RIDGEFIELDS, CNTR DEV CO	43.47				43.47	
167065	ROBERTS RADIATOR	30.33				30.33	

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
174927	ROBERTS, CHRISTOPHER D &	77.63				77.63	
174935	ROBERTS, CHRISTOPHER D &	945.47				945.47	
176175	ROCK SPRINGS SELF STORAGE	15.53				15.53	
164635	ROSE CONSTRUCTION	1024.84				1024.84	
158301	RTM DESIGN	46.31				46.31	
171231	RUSTIC ENTERPRISE	27.08				27.08	
163021	S & S EXCAVATING	58.71				58.71	
146233	S/H BASEBALL LLC	20.95				20.95	
164487	SALSARITAS FRESH CANTINA	332.15				332.15	
154167	SEARS PORTRAIT STUDIO	33.04				33.04	
167449	SECRET MINERAL COSMETICS	30.33				30.33	
172435	SEXTON'S WRECKER SERVICE &	103.00				103.00	
164365	SHAKAR ANTIQUES	7.78				7.78	
61351	SHELTON, ROBERT H	31.05				31.05	
172687	SHERRIES CAFE & CATERING	23.29				23.29	
175985	SHOP COLLISION & REPAIR	15.53				15.53	
164563	SHOP THE	21.88				21.88	
179817	SHRED-IT USA LLC	1973.87				1973.87	
165939	SIGNATURE STONE INC	227.43				227.43	
76917	SIMPSON, ROBERT LYNN &	10.35				10.35	
77547	SIMPSON, SHERMAN ETUX L/E	.52				.52	
76919	SIMPSON, SHERMAN ETUX L/E &	48.13				48.13	
175857	SLAGLE EMILY	6.21				6.21	
177965	SLEMP MOTORS	15.53				15.53	
177867	SMILEY'S CAB CO	42.70				42.70	
180015	SMILING SPROUTS ACADEMY	15.53				15.53	
73881	SMITH DAVID BRYAN AARON	364.32				364.32	
172679	SMITH OPTICAL	5.20				5.20	
180107	SNACK SHACK	15.53				15.53	
179029	SNAP FITNESS	534.52				534.52	
77471	SNODGRASS, LENA M	29.50				29.50	
179309	SOUTHERN BORN STITCHES	48.25				48.25	
167495	SOUTHERN STYLE CONSTRUCTION	30.33				30.33	
172641	SPARKLING CLEANING	18.88				18.88	
176173	SPECIALTY EQUIPMENT	31.05				31.05	
163165	SPROLES BRAD ATTY	99.53				99.53	
54165	STALLARD, LESLIE LEON &	185.27				185.27	
179159	STALLION SPECIALIZED	15.53				15.53	
180059	STANLEY STEAMER TRI/CITIES	595.70				595.70	
177859	STAR TRAILS DOWNTOWN LLC	15.53				15.53	
172949	STELLA BLUES CAFE	19.42				19.42	
176179	STEPS OF FAITH CHRISTIAN	15.53				15.53	
166253	STERLING PAYPHONES LLC	7.37				7.37	
164191	STONE DRIVE LAUNDRY	553.79				553.79	
178797	STONEWORKS BY JOSH BOLLING	15.53				15.53	
77457	STRONG, NATHAN E ETAL	37.78				37.78	
3555	STUART, ROBERT L	217.87				217.87	
170393	SUPERIOR CONCRETE	24.26				24.26	
11579	SWEENEY, F H & ANNA	3845.73				3845.73	
170465	T&T'S LAWN MOWER &	15.53				15.53	

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
172959	TASTE OF PARADISE POOLS &	31.05				31.05	
179151	TATE APPRAISAL COMPANY	7.14				7.14	
177761	TAVERN AT RIDGEFIELDS	62.10				62.10	
142403	TAYLOR, BRENDA B	3.11				3.11	
14179	TAYLOR, MARK	32.60				32.60	
175631	TENNESSEE TOWING &	62.10				62.10	
178883	THE PERFECT PAIR	15.53				15.53	
167317	THOMCRETE CONSTRUCTION INC	242.58				242.58	
178765	TIENDA LATINA LA COLMENA	31.05				31.05	
178133	TIKI TANS	62.10				62.10	
178773	TIPTON'S CONTRACTING SERV	31.05				31.05	
180173	TIPTON'S PAINTING AND HARD	15.53				15.53	
178995	TODD'S HOME IMPROVEMENT	11.92				11.92	
176045	TOP SHELF HOME IMPROVEMENT	15.53				15.53	
177701	TORQ TOOLS	15.53				15.53	
179749	TRADING POST	15.53				15.53	
81709	TRI CITY TRAVEL TRAILERS	152.70				152.70	
172507	TRI-STATE CARPET CLEANING	19.42				19.42	
148407	TRIPLE R, INC	1618.28				1618.28	
179279	TROPIC TANZ	276.61	271.08	5.53		5.53	
179065	TRUE NAILS	31.05			12/31/15	31.05	
147799	TURKEY, HILL PROPERTIES LLC	78.14				78.14	
176115	TWO GIRLS 'N' A BROOM	15.53				15.53	
177843	U PICK IT THRIFT STORE	15.53				15.53	
175633	UBD SUPER SHOP	6.00				6.00	
171135	ULTIMATE REFLECTIONS	46.22				46.22	
179993	UNDERSTANDING APPLE PRESS	6.00				6.00	
3143	UNITED BRAKE & FRONT	158.75				158.75	
177845	UNITED LINC INCORPORATED	66.24				66.24	
177733	UNIVITA OF TENNESSEE INC	69.26				69.26	
148919	USA	1269.32				1269.32	
178999	VITO'S PIZZA & ITALIAN	62.10				62.10	
172681	VOICE PUBLISHING COMPANY	15.17				15.17	
164669	WALSH AUGUST	12.13				12.13	
11565	WALTERS, CHARLES H &	345.69				345.69	
71301	WARD, EVA SWEENEY	3814.68				3814.68	
179167	WASH HAUS THE	9.09				9.09	
71095	WHITE FLORAL CO	189.65				189.65	
164091	WHITE MORIA	18.96				18.96	
51313	WHITE, HARDING	27.43				27.43	
77251	WHITE, LOUISE R & ROBERT J	52.79				52.79	
179997	WILLIAMS FRESH PRODUCE INC	15.53				15.53	
171183	WILLOW TREE SIGNS &	24.26				24.26	
92355	WOMACK, JONATHAN BRIAN	134.55				134.55	
92357	WOMACK, JONATHAN BRIAN	30.53				30.53	
4035	WOMENS FITNESS CENTER	824.94				824.94	
152301	WOODSTONE DELI	248.40				248.40	
64499	YOAKLEY PETER B	93.56				93.56	
64705	YOAKLEY, PETER B &	4.14				4.14	
178123	ZIMAX 360	15.53				15.53	

ACCOUNT ID	OWNER NAME	BILLED	PAY INFO BASE TAX	PAY INFO OTHER +/-	PAY INFO LAST PAY	TOTAL DUE	UNAPPLIED
177897	2 MONKEY BOYS	7.76				7.76	
60785	4-WHEELS UNLIMITED	232.17				232.17	

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign the Agreement with Colorado Timing, for Timing, Scoring, and Video Display Equipment for the City of Kingsport, Kingsport Aquatic Center

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-91-2026
Work Session: July 20, 2026
First Reading: N/A

Final Adoption: July 21, 2026
Staff Work By: Wendy Terrazas
Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation: Approve the Resolution

Executive Summary:
If approved, the Kingsport Aquatic Center (KAC) will purchase a new Colorado Time Systems GEN7 competitive timing system, associated competition equipment, and two LED video display boards in the approximant amount of $214,132 through TIPS Contract No. 250901.

The existing timing system is no longer supported by the manufacturer. Replacement parts, service support, and software upgrades have become increasingly limited, creating reliability concerns and jeopardizing the facility's ability to host collegiate-level swim meets.

The proposed replacement includes a modern timing system, championship starting equipment, relay judging platforms, touchpads, and two full-color LED video display boards that will enhance meet operations and improve the experience for athletes and spectators.

While the LED display boards and their installation are included in this purchase, installation cannot occur until a separate structural improvement project is completed to support the new equipment. Thompson & Litton is currently designing the structural system necessary to safely mount the displays within the Aquatic Center. Because the display boards have extended lead times, up to 25 weeks, and the Aquatic Center is scheduled to host collegiate meets in February 2027, staff recommends purchasing the equipment now, so it is available for installation immediately upon completion of the structural improvements.

The equipment is purchased from The Interlocal Purchasing System (TIPS) Contract No. 250901.

Funding is forthcoming from the Aquatics Center debt issuance in AF-232-2026.

Attachments:
1. Resolution
2. Colorado Timing System Quote

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TIMING, SCORING, AND VIDEO DISPLAY EQUIPMENT FROM COLORADO TIME SYSTEMS UTILIZING TIPS CONTRACT NO.: 250901; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, staff recommends the purchase of a new Colorado Time Systems GEN7 competitive timing system, associated competition equipment, and two LED video display boards utilizing TIPS Contract No. 250901, for use by the Kingsport Aquatic Center; and

WHEREAS, the city is a participant in The Interlocal Purchasing System or TIPS ; and

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

WHEREAS, the total cost of the equipment and installation is of $214,132.00; and

WHEREAS, funding for this equipment will be available at the second reading of the budget ordinance for this project.

Now therefore,

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

SECTION I. That the purchase of the Colorado Time Systems GEN7 competitive timing system, associated competition equipment, and two LED video display boards utilizing TIPS Contract No. 250901, for use by the Kingsport Aquatic Center in the amount of $214,132.00 is approved.

SECTION II. That the Installation Agreement with Colorado Time Systems for the installation of Colorado Time Systems GEN7 competitive timing system, associated competition equipment, and two LED video display boards, is approved.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport all necessary documents and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the documents and this resolution.

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

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

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

ADOPTED this the 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

July 10, 2026

Madison Gump
City of Kingsport
Customer # tbd

Dear Madison,

The following is the price quotation you requested. Colorado Time Systems provides premier athletic facilities like yours across the world with platinum quality timing, scoring, and display systems. We look forward to working with you to turn your vision into reality.

Colorado Time Systems offers a wide range of solutions tailored to fit your needs – and your budget. If you have any questions or comments, please call me at 860-882-3460 or e-mail me at carrie.spencer@coloradotime.com. Look for us online at http://www.coloradotime.com.

PLEASE NOTE: Lead time for most timing equipment is estimated at 2-8 weeks. Standard TP-60G, TP-78G, TP-90G and TP-96G lead time is estimated at 3-5 weeks. All other touchpads are estimated at 6-8 weeks. Video Displays are estimated at 15-20 weeks. Lead times are based on current estimates and cannot be guaranteed. Product will ship as soon as it is available.

TIPS Pricing Contract No. 250901

GEN7 TIMING SYSTEM

Qty	Model	Description
2	GEN7-TMR-L	GEN 7 Sports Timer with legacy connections The Gen7 Sports Timer is designed to work exclusively with existing CTS timing components and display boards. Incorporates the latest technology with all of the key features of a Colorado Time Systems Console, including up to 12-lane timing, enhanced split handling, start reaction display, automatic lane arming, interface to 3rd party meet management software, scoreboard cycling and more. The hardware and software combination gives you the flexibility to run your meets your way. **Note: Includes 3-year limited warranty.** Features: • Intuitive software interface with modern Windows user interface and is touchscreen friendly. ***Software to be loaded on owner provided laptop.*** • Flexible user interface options: Windows laptop or tablet is primary user interface, with Ethernet connectivity to the timer. • Robust safeguards, all data is logged and saved on the Gen7. Any issues with user interface are recoverable. Timer will continue running and will finish race without user interface. • Rich diagnostics, integrated pre-meet diagnostic mode to check system set up and allows proactive equipment maintenance • Integrated 2.4GHz Wireless to Scoreboards • Facility network connectivity

ACCESSORIES

Qty	Model	Description
2	USB2USB	USB Coupler

TOUCHPADS

Qty	Model	Description
18	TP-78G	Aquagrip gutterhung touchpads (78" x 22") Note: Includes 3-year limited warranty. Brackets sold separately.

TOUCHPAD ACCESSORIES

Qty	Model	Description
18	4000-0040	Special size Touchpad brackets **Gutter diagram/measurements must be supplied upon order**

CABLE HARNESS

Qty	Model	Description
2	CH41-8	Eight-lane cable harness (Primary and button A)
2	CH41-8-3	Backup eight lane cable harness (buttons b and C)
1	CHE-41-50M	Cable Harness Y Extension (prime & backup), "Y" on one end, 50M

START SYSTEM

Qty	Model	Description
3	SSE	Championship Elite Start System with wired, straight microphone (25ft). *Features:* • Bright external 360-degree strobe with variable intensity setting • Training mode – automated "take your marks" and start signal with a variable interval between starts. • Alternate start tone • Built-in 40w/8-ohm speaker • Legacy speedlight harness adapter • External Visual Indicators (EVI) and Visual Start Sequence Signaling features (require additional equipment) • Tabletop mount included. Tripod or flagpole sold separately.

START SYSTEM ACCESSORIES

Qty	Model	Description
3	START-FPM-2	Flagpole mount for the Infinity or Champ series start system
1	M2-25	Ergonomically designed microphone for CTS start systems. Features include: two conveniently located start buttons on the top of the microphone for ease of operation for right- and left-handed users, a quiet push-to-talk switch, and a 25' straight cable.
3	R-INF-SJ50	50' jumper cable for the Elite Championship Start or Infinity Start Series
2	SP-200	40 watt speaker with 200' of cable for the Champ series start system

START SYSTEM ACCESSORIES

Qty	Model	Description
1	EXT STROBE+	External strobe light for use with the Infinity Pro or Championship Elite Start System. **Must be mounted 24" above the pool deck.** **Recommend to use with EVI-FPM Flagpole mounting kit.**

ACCESSORIES

Qty	Model	Description
1	R-300DC	Data cable, 300 ft.

SPEAKER HARNESS

Qty	Model	Description
3	R-LS40-8	Eight-lane speaker harness with speaker inputs

RELAY JUDGING PLATFORM

Qty	Model	Description
10	RJPLD-S24X32	CTS Relay Judging Platform 24" X 32" w/ Built-in LED Light for Start Reaction

RJP ACCESSORIES

Qty	Model	Description
1	R-SL-8D	Eight- lane split dual connector
10	R-015-027	Cable RJPLD To Cable Harness or Quick Connect Deck Plate

RELAY JUDGING PLATFORM CADDY

Qty	Model	Description
1	CAD-RJPL-2	CADDY – 24in Width Relay Judging Platforms (holds 10)

FULL COLOR VIDEO DISPLAY

Qty	Model	Description
1	ILD-5.9MM 840X504	Full Color Video Capable Display Includes: Full matrix full color LED scoreboard with a computer controller with software, steel channel mounting hardware and data cables. *Specifications* • Display shall be a full color LED matrix display. Display shall be comprised of red, blue and green LED's to form pixels. • Display shall be capable of 281 trillion shades of color. • Display should be capable of 16-bit video processing, 100 levels of dimming capability and allow for Gamma correction. • The display shall have built in graphics and animation capability with Windows based software. Graphics and animation shall have the capacity of being displayed on the entire matrix. All MS Windows fonts shall be compatible with the display.

- Display will allow for front service access
- Each pixel shall be comprised of 3 LED's 1R1G1B
- Display shall have **5.9mm** pixel spacing center to center
- Must be compatible with CTS competitive timing system
- Displays swimming, diving, water polo, pace clock, and synchronized swimming functions, competitors' names, full matrix graphics and animation, live video, and has advertising capabilities
- Dimensions: 16.4'W x 9.84' H
- 423,360 Pixels
- Desktop Computer w/ Displaylink+ software and NovaStar Controller

Description

LED Video display controller. Direct interface to CTS LED Video Displays for all applications.

1. Dual zone, Picture in Picture capable with on-the-fly user defined window sizes.
2. Hardware controlled scaling of all video input sources; PC (computer) based scalers are not an accepted alternative.
3. Shall have simple to use menu architecture allowing user to switch between video inputs and layouts with minimal keystrokes.
4. Controller shall have minimum of 5 user defined display layout templates capable of switching between sources as well as zone layouts with accessible via controller main menu.
5. Display controller shall accept the following video input signals:
    a. (1) DVI (supports HDCP)
    b. (1) HD-SDI
    c. (2) HDMI (supports HDCP)
6. Display controller shall include following output signals:
    a. (1) DVI Loop (Follows DVI Input signal)
    b. (1) HD-SDI Loop (Follows HD-SDI Input Signal)
    c. (4) LED Outputs (Primary and (3) backup outputs to LED display

*Monitor outputs up to 1920x1200@60Hz output resolution.

FULL COLOR VIDEO DISPLAY

Qty	Model	Description
1	ILD-5.9MM 672X168	Full Color Video Capable Display Includes: Full matrix full color LED scoreboard with a computer controller with software, steel channel mounting hardware and data cables.

Specifications

- Display shall be a full color LED matrix display. Display shall be comprised of red, blue and green LED's to form pixels.
- Display shall be capable of 281 trillion shades of color.
- Display should be capable of 16-bit video processing, 100 levels of dimming capability and allow for Gamma correction.
- The display shall have built in graphics and animation capability with Windows based software. Graphics and animation shall have the capacity of being displayed on the entire matrix. All MS Windows fonts shall be compatible with the display.

- Display will allow for front service access
- Each pixel shall be comprised of 3 LED's 1R1G1B
- Display shall have **5.9mm** pixel spacing center to center
- Must be compatible with CTS competitive timing system
- Displays swimming, diving, water polo, pace clock, and synchronized swimming functions, competitors' names, full matrix graphics and animation, live video, and has advertising capabilities
- Dimensions: 13.12'W x 3.28' H
- 112,896 Pixels
- 2 dedicated 20 AMP circuits
- Desktop Computer w/ Displaylink+ software and NovaStar Controller

Description
LED Video display controller. Direct interface to CTS LED Video Displays for all applications.

7. Dual zone, Picture in Picture capable with on-the-fly user defined window sizes.
8. Hardware controlled scaling of all video input sources; PC (computer) based scalers are not an accepted alternative.
9. Shall have simple to use menu architecture allowing user to switch between video inputs and layouts with minimal keystrokes.
10. Controller shall have minimum of 5 user defined display layout templates capable of switching between sources as well as zone layouts with accessible via controller main menu.
11. Display controller shall accept the following video input signals:
    a. (1) DVI (supports HDCP)
    b. (1) HD-SDI
    c. (2) HDMI (supports HDCP)
12. Display controller shall include following output signals:
    a. (1) DVI Loop (Follows DVI Input signal)
    b. (1) HD-SDI Loop (Follows HD-SDI Input Signal)
    c. (4) LED Outputs (Primary and (3) backup outputs to LED display

*Monitor outputs up to 1920x1200@60Hz output resolution.

SHIPPING

Qty	Model	Description
1	SHIP	Estimated cost for ground shipping from Colorado Time Systems to destination.

INSTALLATION

Qty	Model	Description
1	INSTALL	Standard Installation & Training

Installation Agreement must be signed and returned upon order

TOTAL $172,782

NOTE: If you are interfacing Hy-Tek Meet Manager with your matrix display, the "Alpha Scoreboard INTERFACE to Display Names/Results" option needs to be purchased through Hy-Tek https://hytek.active.com/.

Options

GEN7 TIMING SYSTEM

Qty	Model	Description	Price
1	GEN7-TMR-L	GEN 7 Sports Timer with legacy connections	**$5,738**

The Gen7 Sports Timer is designed to work exclusively with existing CTS timing components and display boards. Incorporates the latest technology with all of the key features of a Colorado Time Systems Console, including up to 12-lane timing, enhanced split handling, start reaction display, automatic lane arming, interface to 3rd party meet management software, scoreboard cycling and more. The hardware and software combination gives you the flexibility to run your meets your way.

Features:

- Intuitive software interface with modern Windows user interface and is touchscreen friendly. ***Software to be loaded on owner provided laptop.***
- Flexible user interface options: Windows laptop or tablet is primary user interface, with Ethernet connectivity to the timer.
- Robust safeguards, all data is logged and saved on the Gen7. Any issues with user interface are recoverable. Timer will continue running and will finish race without user interface.
- Rich diagnostics, integrated pre-meet diagnostic mode to check system set up and allows proactive equipment maintenance
- Integrated 2.4GHz Wireless to Scoreboards
- Facility network connectivity

Note: Includes 3-year limited warranty.

CABLE HARNESS

Qty	Model	Description	Price
1	CH41-8	Eight-lane cable harness (Primary and button A)	**$1,180**

CABLE HARNESS

Qty	Model	Description	Price
1	CH41-8-3	Eight-lane back up cable harness (Button B and Button C)	**$1,050**

CABLE HARNESS

Qty	Model	Description	Price
1	CHE-41-50M	"Y" cable harness extension, 50m	**$985**

START SYSTEM ACCESSORIES

Qty	Model	Description	Price
1	LS40-8	Eight-lane speaker harness with speaker inputs	$493

TOUCHPADS

Qty	Model	Description	Price
2	TP-78G	Aquagrip gutterhung touchpads (78" x 22")	**$2,610**
		Note: Includes 3-year limited warranty. Brackets sold separately.	

RJP ACCESSOREIS

Qty	Model	Description	Price
10	R-5000-0329	Custom Artwork for Relay Judging Platforms	**$3,000**
		Artwork/Logo must be received from the facility within 5 business days after receipt of order. The following graphic formats are accepted and should be sent in a 360dpi or higher scalable to 1ft in height. • .cdr - Corel Draw • .ai - Adobe Illustrator • .eps - Encapsulated Post Script • .svg - Scalable Vector Graphics • .png - Portable Network Graphics • .psd - Photoshop • Jpg or jpeg - JPEG files must be a high resolution otherwise pixilation will occur. If specific school colors are to be matched, please provide the PMS number for each color.	

ACCESSORIES

Qty	Model	Description	Price
1	NON-STOCK	Additional labor or time for installation- (Kingsport does NOT have to supply 2 semi-skilled laborers for install)	**$3,000**

Qty	Model	Description	Price
1	NON-STOCK	Take down of current boards- Customer responsible for disposal. Price based on take down happening at time of timing and scoreboard install.	**$1,800**

If you are interfacing Hy-Tek Meet Manager with your matrix display, the "Alpha Scoreboard INTERFACE to Display Names/Results" option needs to be purchased through Hy-Tek https://hytek.active.com/

TERMS:	Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. Returns are subject to a 25% restocking fee; custom orders including Video displays are nonreturnable. Unless noted, the above pricing **DOES NOT** reflect cooperative agreement pricing, including but not limited to BuyBoard, U.S. Communities, TIPS, GoodBuy, YMCA Shared Services. Please reach out to your regional sales manager for additional information regarding the contracted pricing.
WARRANTY:	Two Year limited warranty. All other components associated with the above equipment including cable harness, deck plates (excluding titanium deck plates), wall plates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty.
SHIPPING:	Lead time for most timing equipment is estimated at 2-8 weeks. Standard TP-60G, TP-78G, TP-90G and TP-96G lead time is estimated at 3-5 weeks. All other touchpads are estimated at 6-8 weeks. Video Displays are estimated at 15-20 weeks. Lead times are based on current estimates and cannot be guaranteed. Product will ship as soon as it is available. Shipping charges are estimated and subject to change. Tailgate delivery, all unloading is done by receiver. If inside delivery is needed, please call our Sales Team at (800) 279-0111, option 2. Any additional fees will be billed to end user/facility.
TAXES:	**If purchaser is tax-exempt or purchasing for resale, a copy of purchaser's tax- exempt certificate shall be required at time of order. If purchaser's tax-exempt certificate is not available purchaser shall be charged all appropriate tax.**
FORCE MAJEURE:	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.
NOTE:	Price quotations valid for 30 days. All quotations are in U.S. Dollars.

Best Regards,

Carrie Tupper Spencer

Carrie Tupper Spencer
Eastern Regional Sales Manager

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Accept Changes to the FTA Substance Abuse Policy to Comply with Regulations of the Federal Transit Authority

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-178-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	K Hodgson
First Reading:	N/A	Presentation By:	B Rowlett

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
The Federal Transit Authority (FTA) conducted an audit of the FTA-mandated drug and alcohol testing programs of the City in February. Review of the current FTA Substance Abuse Policy adopted by Resolution number 2020-106 indicated changes were required to make the policy compliant with FTA regulations.

The accompanying resolution amends the city's substance abuse policy in part so as to comply with the FTA regulations. Compliance with FTA regulations is necessary to remain eligible for federal funding of the City transit service.

Attachments:
1. Resolution
2. FTA Drug and Alcohol Policy

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

PRE-FILED
CITY RECORDER

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FEDERAL TRANSIT AUTHORITY SUBSTANCE ABUSE POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted a Federal Transit Substance Abuse Policy by Resolution No. 2008-142, which was effective February 5, 2008; and

WHEREAS, the city would like to amend the Federal Transit Substance Abuse Policy to comply with the Federal Transit Authority regulations.

Now, therefore,

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

SECTION I. That the following policy is amended and adopted as the official Federal Transit Authority Substance Abuse Policy for the City of Kingsport:

1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect City of Kingsport's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of Kingsport employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Human Resources Director in writing no later than five days after such conviction.

Employees must abide by the terms of this policy as a condition of employment.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.
All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).
Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per City of Kingsport policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be subject to disciplinary action up to and including termination.

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.
If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.
A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Kingsport has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.
Covered employees may be subject to reasonable suspicion drug testing any time while on duty.
Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Kingsport using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

(2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Kingsport using the best information available at the time of the decision, will be tested.
A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.
Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.
The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.
A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.
Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.
Dilute Urine Specimen
If there is a negative dilute test result, City of Kingsport will conduct one additional retest. The result of the second test will be the test of record.
Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).
Split Specimen Test
In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Kingsport guarantees that the split specimen test will be conducted in a timely fashion. **All costs of the split sample test are the employee's responsibility unless the result of the split sample test invalidates the result of the original test.**

7. Test Refusals

As a covered employee, you have refused to test if you:
1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Kingsport.
2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
3. Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
4. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
5. Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
6. Fail or decline to take a second drug test as directed by the collector or City of Kingsport.
7. Fail to undergo a medical evaluation as required by the MRO or City of Kingsport's Designated Employer Representative (DER).
8. Fail to cooperate with any part of the testing process.
9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
10. Possess or wear a prosthetic or other device used to tamper with the collection process.
11. Admit to the adulteration or substitution of a specimen to the collector or MRO.
12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).

13. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following can address questions regarding this Policy:

Kristen Hodgson/Risk Manager, phone: (423) 229-9354, email: kristenhodgson@kingsporttn.gov

Appendix A

FTA Covered Positions

Bus/Van Driver
Assistant Scheduler/Dispatch-Driver
Transit Foreman
Transit Superintendent
Fleet Maintenance Manager
Fleet Maintenance Supervisor
Fleet Mechanic
Fleet Service Worker
Small Engine Mechanic

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

	FTA Drug and Alcohol Policy	
	Section No:	
	Resolution Number:	
	Effective Date: [Month, day, and year when policy (or policy revision) goes into effect.]	
	Supersedes: FTA Substance Abuse Policy Resolution No. 2018-002 Effective Date July 6, 2017 Resolution No. 2020-106 Effective Date January 8, 2020	
	Next Review Date: [Month, day, and year when next review of the policy is due.]	
	Responsible Office: Risk Management	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☒ Other: All FTA covered employees

1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

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In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

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Employees must abide by the terms of this policy as a condition of employment.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
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All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

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DRAFT

Zero Tolerance

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contributed to the accident, as determined by City of Kingsport using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

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(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
(2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Kingsport using the best information available at the time of the decision, will be tested.

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Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

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2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.

3. Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.

4. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.

5. Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.

6. Fail or decline to take a second drug test as directed by the collector or City of Kingsport.

7. Fail to undergo a medical evaluation as required by the MRO or City of Kingsport's Designated Employer Representative (DER).

8. Fail to cooperate with any part of the testing process.

DRAFT

9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.

10. Possess or wear a prosthetic or other device used to tamper with the collection process.

11. Admit to the adulteration or substitution of a specimen to the collector or MRO.

12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).

13. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following can address questions regarding this Policy:

Kristen Hodgson/Risk Manager, phone: (423) 229-9354, email: kristenhodgson@kingsporttn.gov

DRAFT

Appendix A

FTA Covered Positions

Bus/Van Driver
Assistant Scheduler/Dispatch-Driver
Transit Foreman
Transit Superintendent
Fleet Maintenance Manager
Fleet Maintenance Supervisor
Fleet Mechanic
Fleet Service Worker
Small Engine Mechanic

DRAFT

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute Addendum 13 of the Substitute Staffing Services Agreement with ESS South Central LLC for Kingsport City Schools

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-211-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the accompanying resolution authorizes the Mayor to extend the agreement with ESS South Central for the purpose of providing substitute staffing services for Kingsport City Schools through June 30, 2027. ESS South Central specializes in providing qualified staff for positions such as substitute teachers and other school support staff for daily, long-term, and permanent assignments.

The annual cost estimate is $1,650,000 for ESS South Central substitute staffing services and will be paid from various accounts in the Schools General Purpose Fund via blanket order.

The Board of Education approved this action on July 14,2026.

Attachments:
Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF ADDENDUM 13 TO THE ESS SOUTH CENTRAL LLC AGREEMENT TO EXTEND THE AGREEMENT THROUGH JUNE 30, 2027 AND AUTHORIZING THE MAYOR TO EXECUTE THE ADDENDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

WHEREAS, Kingsport City Schools Human Resources and ESS South Central LLC desire to extend the agreement for substitute staffing services through June 30, 2027; and

WHEREAS, no changes are being made to the pay scales listed in Exhibit A of the agreement; and

WHEREAS, the Board of Education approved this action on July 14; and

WHEREAS, funding for this service is available in various accounts of the Schools General Purpose fund.

Now therefore,

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

SECTION I. That Addendum 13 to the agreement with ESS South Central, 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, Addendum 13 to Extend the Agreement with ESS South Central, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

.

ADDENDUM THIRTEEN

This is an Addendum to an Agreement between **ESS South Central, LLC**, a Delaware limited liability company (the "Company") and the **Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency).

WHEREAS, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the LEA for a period ending June 30, 2026;

WHEREAS, the Agreement provides for automatic renewals on a yearly basis; and

WHEREAS, LEA and Company are desirous of extending the term of the Agreement through June 30, 2027 with the provisions set forth below; and

WHEREAS, Section 11.1 of the Agreement provides that the Agreement may be amended as agreed between the parties and in writing and signed by the party against whom the operation of such amendment is sough to be enforced; and

Now, Therefore, based upon the exchange of good and valuable consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1,

2026 through June 30, 2027;
2. Effective July 1, 2026, Exhibit “A” to the Agreement, Pricing, is amended as per the attached revised Exhibit “A”;
3. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first 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 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 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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ADDENDUM THIRTEEN

This is an Addendum to an Agreement between **ESS South Central, LLC**, a Delaware limited liability company (the "Company") and the **Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency).

WHEREAS, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the LEA for a period ending June 30, 2026;

WHEREAS, the Agreement provides for automatic renewals on a yearly basis; and

WHEREAS, LEA and Company are desirous of extending the term of the Agreement through June 30, 2027 with the provisions set forth below; and

WHEREAS, Section 11.1 of the Agreement provides that the Agreement may be amended as agreed between the parties and in writing and signed by the party against whom the operation of such amendment is sough to be enforced; and

Now, Therefore, based upon the exchange of good and valuable consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2026 through June 30, 2027;
2. Effective July 1, 2026, Exhibit "A" to the Agreement, Pricing, is amended as per the attached revised Exhibit "A";
3. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

Kingsport City Schools

By _____
Signature

_____
Name and Title

Date_____

ATTEST:

_____
Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

_____
Rodney B. Rowlett, III, City Attorney

ESS South Central, LLC

By _____
Steve Gritzuk, Chief Operating Officer

EXHIBIT A
Pricing Plan

Position	Pay Rate	Bill Rate	Rule
Full Day Substitute Teachers	$95.00	$120.65	
Half Day Substitute Teachers	$47.50	$60.33	
Full Day Retiree Substitute Teachers	$120.00	$152.40	
Half Day Retiree Substitute Teacher	$60.00	$76.20	
Full Day Substitute Long Term Teacher	$230.00	$292.10	Day 1
Half Day Substitute Long Term Teacher	$115.00	$146.05	Day 1
Full Day Substitute Teacher - Certified	$95.00	$120.65	
Half Day Substitute Teacher - Certified	$47.50	$60.33	
Full Day Substitute Teacher - Non-Certified	$95.00	$120.65	
Half Day Substitute Teacher - Non-Certified	$47.50	$60.33	
Full Day Building Based Substitute Teacher Certified	$100.00	$127.00	
Half Day Building Based Substitute Teacher - Certified	$50.00	$63.50	
Full Day Building Based Substitute Teacher Non-Certified	$100.00	$127.00	
Half Day Building Based Substitute Teacher - Non-Certified	$50.00	$63.50	
Full Day Building Based Substitute Teacher - Retiree	$120.00	$152.40	
Half Day Building Based Substitute Teacher - Retiree	$60.00	$76.20	
Full Day Paraprofessional - Certified	$95.00	$120.65	
Half Day Paraprofessional - Certified	$47.50	$60.33	
Full Day Paraprofessional - Non-Certified	$95.00	$120.65	
Half Day Paraprofessional -Non- Certified	$47.50	$60.33	
Full Day Paraprofessional - Retiree	$120.00	$152.40	
Half Day Paraprofessional - Retiree	$60.00	$76.20	
ECLC (Early Childhood) Teacher - Full Day	$95.00	$120.65	
ECLC (Early Childhood) Assistant - Full Day	$95.00	$120.65	
ECLC (Early Childhood) Teacher - Half Day	$47.50	$60.33	
ECLC (Early Childhood) Assistant - Half Day	$47.50	$60.33	
Secretary/Admin	$16.00	$20.32	per hour
Bookkeeper	$22.00	$27.94	per hour
Afterschool SACC Assistant	$47.50	$60.33	per shift

Bookkeeper	$22.00	$27.94	per hour
Afterschool SACC Assistant	$47.50	$60.33	per shift

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Approve a Memorandum of Understanding with the U.S. Marshals Service for the Kingsport Police Department to Designate Sworn Task Force Officers (TFO)

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-214-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Commander Chris Tincher
First Reading:	N/A	Presentation By:	Chief Jason Bellamy

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the Kingsport Police Department will enter into a memorandum of understanding with the U.S. Marshals Service to designate two sworn Task Force Officers (TFOs) to assist in fugitive arrests.

The Kingsport Police Department has the opportunity to enter into a Memorandum of Understanding (M.O.U.) with the U.S. Marshals Service. This M.O.U. will allow the Kingsport Police Department to designate two officers as sworn Task Force Officers (TFOs) with the U.S. Marshals Service. This designation is not a full-time position. This partnership will strengthen the Kingsport Police Department's relationship with the U.S. Marshals Service by assisting the U.S. Marshals Service regionally, as needed, in the arrest of wanted fugitives. This effort will improve public safety and help reduce crime. The designated TFO will receive training from the U.S. Marshals Service and reimbursement for overtime expenses related to U.S. Marshals Service investigations.

There is no cost to the Kingsport Police Department to enter into the Memorandum of Understanding.

Attachments:
1. Resolution
2. Memorandum of Understanding with the U.S. Marshals Service

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES MARSHALS SERVICE FOR THE KINGSPORT POLICE DEPARTMENT TO DESIGNATE TWO SWORN TASK FORCE OFFICERS WITH THE MARSHALS SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Kingsport Police Department has the opportunity to enter into a Memorandum of Understanding (M.O.U.) with the U.S. Marshals Service, which will allow the Kingsport Police Department to designate a current detective to serve as a sworn Task Force Officer (TFO) with the U.S. Marshals Service; and

WHEREAS, this partnership will enable the Kingsport Police Department to access a variety of resources provided by the U.S. Marshals Service, including reimbursement for overtime expenses, electronic forensic examination equipment, training, and access to investigative resources within U.S. Marshals Service systems; and

WHEREAS, there is no cost to the Kingsport Police Department to enter the Memorandum of Understanding.

Now therefore,

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

SECTION I. That the MOU with the U.S. Marshals Service 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 M.O.U with the U.S. Marshals Service, to deliver the M.O.U. 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:

United States Marshals Service
Fugitive Task Force
Memorandum of Understanding
For Non-Federal Agencies
Rev. 03/2026

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the **Kingsport Police Department** and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also*

Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a)("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."), and 28 U.S.C. § 566(c) and (e)(1)(D)(USMS authorized to "assist State, local, and other Federal law enforcement agencies…in locating and recovering missing children" [566(e)(1)(A)]…and to… "command all necessary assistance to execute its duties" [566(c)]). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 - Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt felony violent crime arrest warrants from non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. All members of the RFTF/VOTF, including Task Force Officers (TFO), when operating on task force missions are prohibited from seeking "no knock" warrants or making "no knock" entries unless done in compliance with USMS policy and the DOJ Deputy Attorney General memorandum, dated September 13, 2021, restricting "no knock" entries to specific scenarios. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency. Specially deputized task force officers are authorized to assist with USMS missing child recovery investigations undertaken by the USMS pursuant to the applicable USMS Policy Directive and Standard Operating Procedure.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds,

reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms. DUSMs and SDUSM task force officers involved in USMS missing child recovery investigations may only transport recovered missing children in USMS GOVs consistent with applicable USMS Policy Directives, SOPs, and current official guidance.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture funding and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement

personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, EVIDENCE, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

In accordance with Department of Justice guidance, all firearms and fired cartridge casings seized as part of a Department-funded criminal investigation shall be promptly entered into the ATF's National Integrated Ballistic Information Network (NIBIN). If a partner agency seizes the firearm or fired cartridge casings, they shall process the seized items per their NIBIN agreement with the ATF. Partner agencies that do not have a NIBIN agreement with the ATF should request assistance from the ATF to accomplish NIBIN processing at an ATF Field Division or NIBIN lab site.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal

disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NO KNOCK ENTRIES: It is the policy of both the Department of Justice (DOJ) and the USMS to limit the use of "no knock" entries into residences in connection with the execution of arrest and search warrants. This includes those warrants adopted by the USMS regardless of the issuing court or tribunal.

Aa per policy, "No knock" entries are limited to circumstances where there is an imminent threat of physical harm. This threshold is narrower than that permitted by law - for example, USMS personnel must "knock and announce" even when they have reason to believe that doing so could result in the destruction of evidence.

In the absence of a judicially-authorized "no knock" warrant, task force personnel operating on a task force mission may conduct a "no knock" entry only when there arises at the scene exigent circumstances such that knocking and announcing would create an imminent threat of physical violence which could result in serious injury or death to anyone present (i.e., law enforcement, the subject, the public, etc.).

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

All media inquiries and press releases related to missing child investigations will be handled in accordance with the applicable USMS Standard Operating Procedure and should only be done in conjunction with the lead investigative agency as part of the overall coordinated effort to locate and recover the missing child.

DISCLOSURE AND SHARING: This MOU is an official United States Marshals Service controlled document. The partner agency is prohibited from disseminating, sharing, or modifying any portion of this document, including any posting on the internet, unless expressly authorized in writing by the United States Marshals Service.

RELEASE OF LIABILITY: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions

of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 26712680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case- bycase basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

[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 M.O.U., 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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

United States Marshals Service

Fugitive Task Force

Memorandum of Understanding

For Non-Federal Agencies
Rev. 03/2026

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
Kingsport Police Department
and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a)("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."), and 28 U.S.C. § 566(c) and (e)(1)(D)(USMS authorized to "assist State, local, and other Federal law enforcement agencies…in locating and recovering missing children" [566(e)(1)(A)]…and to… "command all necessary assistance to execute its duties" [566(c)]). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 - Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt felony violent crime arrest warrants from non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. All members of the RFTF/VOTF, including Task Force Officers (TFO), when operating on task force missions are prohibited from seeking "no knock" warrants or making "no knock" entries unless done in compliance with USMS policy and the DOJ Deputy Attorney General memorandum, dated September 13, 2021, restricting "no knock" entries to specific scenarios. Participating agencies retain responsibility for the cases they refer to the RFTF/V eral fugitive cases referred to the task force for

investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency. Specially deputized task force officers are authorized to assist with USMS missing child recovery investigations undertaken by the USMS pursuant to the applicable USMS Policy Directive and Standard Operating Procedure.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle pr[Item XI2.]he agency for use by TFO(s) must be returned to

the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms. DUSMs and SDUSM task force officers involved in USMS missing child recovery investigations may only transport recovered missing children in USMS GOVs consistent with applicable USMS Policy Directives, SOPs, and current official guidance.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture funding and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, EVIDENCE, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

In accordance with Department of Justice guidance, Item XI2. ns and fired cartridge casings seized as part of a

Department-funded criminal investigation shall be promptly entered into the ATF's National Integrated Ballistic Information Network (NIBIN). If a partner agency seizes the firearm or fired cartridge casings, they shall process the seized items per their NIBIN agreement with the ATF. Partner agencies that do not have a NIBIN agreement with the ATF should request assistance from the ATF to accomplish NIBIN processing at an ATF Field Division or NIBIN lab site.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "ti[illegible]ugh the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NO KNOCK ENTRIES: It is the policy of both the Department of Justice (DOJ) and the USMS to limit the use of “no knock” entries into residences in connection with the execution of arrest and search warrants. This includes those warrants adopted by the USMS regardless of the issuing court or tribunal.

Aa per policy, “No knock” entries are limited to circumstances where there is an imminent threat of physical harm. This threshold is narrower than that permitted by law - for example, USMS personnel must “knock and announce” even when they have reason to believe that doing so could result in the destruction of evidence.

In the absence of a judicially-authorized “no knock” warrant, task force personnel operating on a task force mission may conduct a “no knock” entry only when there arises at the scene exigent circumstances such that knocking and announcing would create an imminent threat of physical violence which could result in serious injury or death to anyone present (i.e., law enforcement, the subject, the public, etc.).

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

All media inquiries and press releases related to missing child investigations will be handled in accordance with the applicable USMS Standard Operating Procedure and should only be done in conjunction with the lead investigative agency as part of the overall coordinated effort to locate and recover the missing child.

DISCLOSURE AND SHARING: This MOU is an official United States Marshals Service controlled document. The partner agency is prohibited from disseminating, sharing, or modifying any portion of this document, including any posting on the internet, unless expressly authorized in writing by the United States Marshals Service.

RELEASE OF LIABILITY: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employ[Item XI2.]y. If a civil claim or complaint is brought against a

state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 26712680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case- by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: TN-E VOTF
UNITED STATES MARSHAL:

Print Name: David Jolley

Signature: Date:

RFTF COMMANDER (where applicable):

Print Name: Rivera, Grace (USMS)

Signature: Date:

PARTNER AGENCY:

Name: Kingsport Police Department

Location (City, State): Kingsport, TN

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: Chief of Police Jason Bellamy

Signature: Date:

ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:

Print Name:

Signature: Date:

KINGSPORT
TENNESSEE

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 2027.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-212-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Capt. Justin Quillin
First Reading:	N/A	Presentation By:	Chief Jason Bellamy

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the resolution.

Executive Summary:

If approved, the Kingsport Police Department will be able to receive funding from the State of Tennessee to provide School Resource Officers (SROs) in the City of Kingsport Schools. The funding allocates $75,000 for each SRO, which will fund one officer's salary, benefits, and equipment. The City of Kingsport currently has (12) twelve schools that will benefit from the funding. The total grant funding will be approximately $900,000.

There are no matching funds required.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A 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; and

WHEREAS, no local matching funds are required for this grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the State of Tennessee School Resource Officer Grant Program in the amount of $900,000.00.

SECTION II. That the mayor or approved designee 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 21st day of July, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

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 a Memorandum of Understanding (MOU) with Kingsport City Schools and Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2027.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-208-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Capt. Justin Quillin
First Reading:	N/A	Presentation By:	Chief Jason Bellamy

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the Resolution.

Executive Summary:
If approved, this resolution will allow the Chief of Police to sign all grant-related documents for the SRO Grant Program. The State of Tennessee School Resource Officer (SRO) Grant Program requires a Memorandum of Understanding (MOU) to be signed by the Chief of Police and Kingsport City Schools. The grant also 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 2027.

Attachments:
1. Resolution
2. Signature Authority Form

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH KINGSPORT CITY SCHOOLS AS REQUIRED BY THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER (SRO) PROGRAM GRANT; CONFERING SIGNATORY AUTHORITY TO THE CHIEF OF POLICE FOR EXECUTION OF THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPERTY TO COMPLY WITH THE GRANT REQUIREMENTS

WHEREAS, the city is applying for the State of Tennessee School Resource Officer Program Grant and as a condition of the grant the local law enforcement agency must enter into a Memorandum of Understanding (MOU) with the local education agency and the head of the local law enforcement agency must execute the MOU; and

WHEREAS, the MOU is made and entered into pursuant to the authority contemplated by Tenn. Code Ann. §§ 49-6-4201 et seq.; and

WHEREAS, the Board of Education will consider for approval the Memorandum of Understanding, in form, at its upcoming meeting;

Now therefore,

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

SECTION I. That the Memorandum of Understanding, in form, between Kingsport City Schools and the city 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 signatory authority form to authorize the Chief of Police or designee to execute a Memorandum of Understanding with Kingsport City Schools and any other documents necessary and proper to comply with the requirements of the State of Tennessee School Resource Officer Grant Program.

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 21st day of July, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

Signatory Authority Consent Form

I, Paul Montgomery as the **Mayor**
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

of City of Kingsport TN hereby grant the position(s) below or their
Name of Organization Receiving Grant

designee, signatory authority for the electronic application and, if awarded, the required reports for the Memorandum of Understanding (MOU) with Kingsport City Schools, and grant reports as required by the State of Tennessee School Resource Officer (SRO) Grant Program.
Grant Name & Number

Individuals or positions listed are entitled to sign only grant documents required for reporting as contracted on behalf of my organization for the above listed grant.

Chief Jason Bellamy
Title and Name (printed)

Signature

Captain Justin Quillin
Title and Name (printed)

Signature

The above signatory authority granted to the above individuals may be revoked by me or by my organization at any time.

Signature of Person Granting Authority Date

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Accepting a Donation from Ballad Health for a Reset Room at Various School Locations

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-228-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will accept a $31,500 donation ($4,500 to each school) from Ballad Health to create a "reset room" at the following seven schools: Dobyns-Bennett High School, DB-Excel, Johnson Elementary, Jefferson Elementary, Kennedy Elementary, Lincoln Elementary and Washington Elementary.

Examples of items for the "reset room" may include coloring books, Play-Doh and fidget toys to aid in positive mental health and stress reduction for students and staff.

Ballad Health has previously donated funds for reset rooms at Sevier Middle School, Robinson Middle School, Adams Elementary and Andrew Jackson Elementary.

Attachments:
1. Resolution
2. Agreements

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

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A DONATION FROM BALLAD HEALTH FOR THE CREATION OF RESET ROOMS AT VARIOUS SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT FOR THE SAME

WHEREAS, Ballad Health would like to donate funds in the amount of $31,500.00 to the city for the benefit of the following six schools: Dobyns-Bennett High School, DB-Excel, Johnson Elementary, Jefferson Elementary, Kennedy Elementary, Lincoln Elementary and Washington Elementary; and

WHEREAS, the funds will be used to create a “reset room” to aid in positive mental health and stress reduction for students and staff.

Now therefore,

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

SECTION I. That the Ballad Health donation of $4,500 to each school is accepted on behalf of Dobyns-Bennett High School, DB-Excel, Johnson Elementary, Jefferson Elementary, Kennedy Elementary, Lincoln Elementary and Washington Elementary.

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 Donation Agreement with Ballad Health, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 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 21st of July, 2026.

_____

PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

Donation Agreement
between
Ballad Health
and
City of Kingsport for its Kingsport City Schools

WHEREAS, Ballad Health is a non-profit healthcare organization committed to improving the health and wellness of citizens in its service areas of Northeast TN and Southwest VA; and

WHEREAS, City of Kingsport for its Kingsport City Schools operates the schools listed on Attachment A attached hereto ("School"); and

WHEREAS School wishes to create "reset rooms" to aid in positive mental health and stress reduction for students and teachers; and

WHEREAS Ballad Health believes this will improve the mental health and wellness of members of the community in keeping with its charitable purposes and is willing to assist School in creating such reset rooms by providing a monetary donation to be used for this purpose;

NOW, THEREFORE, the purpose of this agreement is to formalize the supportive relationship between Ballad Health and School for this purpose.

Under this agreement:

Ballad Health agrees to provide a one-time grant to School in the amount of thirty-one thousand five hundred ($31,500.00) to be paid by 8/1/26. Ballad Health has no obligation beyond providing the monetary support.

The School agrees to use the funds only for the purchase of items and equipment related the reset room project.

The School will display a sign to be provided by Ballad that is reasonably acceptable to the School indicating the equipment in the room has been provided by Ballad Health. Ballad hereby grants a license to the School to display this signage at the School for the duration of this Agreement.

School agrees to provide the following data points to Ballad regarding room utilization monthly. School acknowledges that Ballad may request the data points or frequency of reporting may be changed in the future by Ballad. School will use reasonable efforts to meet any modified data points or reporting frequency. Initial Data reporting:

1. Number of room uses per month
2. Number of uses in the month where student expresses feeling improvement/benefit from using the room
3. Number of first time visits to the reset room in a month

(Signatures next page)

Signed and agreed to by:

City of Kingsport for its Kingsport City Schools

_____

<SYSTEM>

_____
(Date)

Paul W. Montgomery

Name

Mayor

Title

Ballad Health

_____
(Date)

Tammy Albright

Name

SVP/CEO Behavioral Health

Title

APPROVED BY BALLAD LEGAL DEPARTMENT As To Form

C:\Users\U19097\Downloads\Donation-Agreement-Ballad-provides-monetary-support.docx

Attachment A

1. Dobyns-Bennett High School
2. D-B EXCEL Program
3. Andrew Johnson Elementary School
4. Thomas Jefferson Elementary School
5. John F. Kennedy Elementary School
6. Abraham Lincoln Elementary School
7. George Washington Elementary School

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute the Renewal of a Memorandum of Understanding with Clarvida for Counseling Services for Kingsport City Schools

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-203-2026
Work Session: July 20, 2026
First Reading: N/A

Final Adoption: July 21, 2026
Staff Work By: Committee
Presentation By: David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the accompanying resolution authorizes the Mayor to enter into a Memorandum of Understanding for the purpose of continuing current counseling services provided by Clarvida, which was formerly known as Camelot Care Centers.

Clarvida 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. Clarvida will have eleven 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.

This agreement is for school year 2026-2027, starting August 2026 and ending in May 2027. The agreement total will not exceed $198,000.00. Funding for the agreement is identified in the following:

General Purpose School Fund 141-7250-773.03-99	$45,000
Coordinated School Health Fund (CSH027) 141-7250-772.03-99	$18,000
Safe Schools Grant Fund (SSA027) 141-7250-773.03-99	$135,000

The Board of Education approved this action on July 14, 2026.

Attachments:
Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CLARVIDA FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES AT KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE MOU AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MOU AND THIS RESOLUTION

WHEREAS, the city has had a Memorandum of Understanding with Clarvida/Camelot Care Centers for behavioral and counseling services at its Kingsport City Schools for the past school year; and

WHEREAS, the Board of Education recommends renewing the MOU to continue these services for the 2026-2027 school year, beginning in August 2026 and ending in May 2027; and

WHEREAS, the cost for the services shall not exceed $198,000.00, and funding is available in the General Purpose School Fund, Coordinated School Health Fund, and Safe Schools Grant Fund.

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Clarvida/Camelot Care Centers for behavioral health and counseling services at Kingsport City Schools is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with Clarvida/Camelot Care Centers and all other documents necessary and proper, to take such acts as necessary, to effectuate the purpose of this resolution or the Memorandum of Understanding being as follows:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Agreement”) is entered into on this 21st day of July 2026, by and between the City of Kingsport for its Kingsport City School System ("School System") and Clarvida a/k/a 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 Eleven (11) 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 2026-2027, starting August 2026 and ending May 2027. 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 Ninety-Eight Thousand Dollars and No Cents ($198,000.00) 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 $99,000.00 to the School System. One invoice issued in December 2026 and one in May 2027. 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
Clarvida
2971 Fort Henry Drive
Kingsport, TN 37664
423-392-2975 Ext. 1010
Aaron.Shankle@clarvida.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 the 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Renewal Agreement with Frontier Health for Counseling Services at Kingsport City Schools

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-204-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the accompanying resolution authorizes the mayor to enter into an agreement for the purpose of continuing current counseling 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 not exceed $140,000.00. Funding is identified in the FY27 General Purpose School Fund 141-7250-773.03-99.

The Board of Education approved this action on July 14, 2026.

Attachments:
Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH TO CONTINUE COUSELING SERVICES AT KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has had an agreement with Frontier Health/Holston Children and Youth Services for alcohol and drug prevention, behavioral health intervention services, and student assistance services at its Kingsport City Schools for the past school year; and

WHEREAS, the Board of Education recommends renewing the agreement to continue these services for the 2026-2027 school year; and

WHEREAS, the cost for the services shall not exceed $140,000.00, and funding is available in the FY27 General Purpose School Fund 141-7250-773.03-99.

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 for counseling services at Kingsport City Schools is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Frontier Health/Holston Children and Youth Services and all other documents necessary and proper, 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 its KINGSPORT CITY SCHOOLS
CONTRACTUAL AGREEMENT
Local Program SY 2026-2027

PARTIES:

Holston Children and Youth Services/Frontier Health (FH) and the City of Kingsport for its Kingsport City Schools (herein Kingsport City School System of 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 insure 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 $140,000.00 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.
C. All aspects of services and/or releases of information will comply with Federal and State regulations, including HIPAA and FERPA, regarding student privacy and confidentiality. Records will be completed promptly and filed as appropriate and necessary. All records will be kept protected and safe from unauthorized disclosure. Appropriate disclosure releases contained in the records will be consistent with the confidentiality of all parties involved and by personnel interacting directly with students. This includes the sharing of "need to know" information which may contain but is not limited to diagnoses, social and behavioral functioning information, and familial information. Such behavioral health information will be securely contained in an electronic record system with Frontier Health.

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, 2026 through June 30, 2027.
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 the 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Contract with SchoolKit for the Purchase of Year Two Literacy Implementation Support for Kingsport City Schools

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-206-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution.

Executive Summary:
The administration recommends utilizing state contract no.: 89157 with SchoolKit, LLC to acquire services in connection with a Comprehensive Literacy State Development (CLSD) grant in the amount of $80,000.00. Services provided under this contract include but are not necessarily limited to the identification of needs in literacy education, training on instructional practices in literacy, and training and support in using state approved instructional documents to improve literacy instruction.

Kingsport City Schools benefit from state contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the State of Tennessee Central Procurement Office. Also, utilizing state procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

The total cost of this contract, $80,000, is funded by the Comprehensive Literacy State Development (CLSD) Grant.

The Board of Education approved this purchase on July 14, 2026.

Attachments:
1. Resolution
2. Contract
3. State Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SCHOOLKIT LLC IN CONNECTION WITH A LITERACY IMPLEMENTATION SUPPORT GRANT FOR KINGSPORT CITY SCHOOLS FOR YEAR TWO AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools has received a grant from the State of Tennessee to be utilized in acquiring services to help identify areas of need and to provide training and support in implementing effective literacy instruction; and

WHEREAS, the State of Tennessee Central Procurement Office has a contract with SchoolKit for such services; and

WHEREAS, pursuant to Tennessee Code Annotated section 12-3-1201, the city is authorized to purchase goods and services pursuant to the same terms secured by the State of Tennessee Central Procurement Office through its procurement process; and

WHEREAS, this project will be funded by the Comprehensive Literacy State Development (CLSD) grant in the amount of $80,000.00.

Now therefore,

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

SECTION I. That an agreement with SchoolKit for Literacy Implementation Support in the amount of $80,000.00 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 SchoolKit agreement for Literacy Implementation Support, in the amount of $80,000.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the 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 21st day of July 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

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Contracting Agreement

This Contracting Agreement (the "Agreement"), effective as of June 19, 2026, (the "Effective Date"), is by and between SchoolKit, a District of Columbia Limited Liability Corporation ("SchoolKit"), and City of Kingsport for its Kingsport City Schools, located at 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37664, ("Kingsport" and together with SchoolKit, the "Parties").

WITNESSETH

WHEREAS, Kingsport has determined that a need exists to retain support for the implementation of professional learning services;

WHEREAS, SchoolKit and Kingsport have determined the needs of Kingsport will be satisfied by the services rendered by SchoolKit;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties hereto agree as follows:

1. SERVICES.

(a) SchoolKit agrees to provide the services (the "Services") described in the Scopes of Work (each a "SOW") attached as Appendix A in exchange for agreed-upon payments in accordance with the enclosed payment schedules that are provided within Appendix A. Each Scope of Work is incorporated herein and made a part of this Agreement.

2. TERM AND TERMINATION.

(a) This Agreement shall commence on the Effective Date and shall continue until the date of June 30, 2027, or as provided in the applicable SOW (the "Initial Term"), unless earlier terminated as provided in Section 2(c) or in the applicable SOW.

(b) Renewal:

i. This Agreement may be renewed for additional terms (each a "Renewal Term") by mutual written agreement of the Parties at any point prior to the expiration of the Initial Term or any Renewal Term. The first Renewal Term, if applicable, will begin July 1, 2027, and will continue until a date agreed upon by the Parties, in each case subject to the termination provision in Section 2(c).

(c) Termination for Default:

i. With the provision of thirty (30) days' written notice (the "Notice Period"), either Party may terminate this Agreement, in whole or in part, if SchoolKit fails to deliver the supplies or perform the Services within the time specified in this Agreement or any extension provided, provided that if SchoolKit cures its failure to deliver supplies or failure to perform

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Services within ten (10) days of the written notice (the "Cure Period"), this Agreement may not be terminated according to this Section 2(c).

ii. With the provision of the Notice Period, SchoolKit may terminate this Agreement, in whole or in part, if Kingsport fails to timely pay for Services rendered or supplies delivered as provided in Article 3.

iii. Kingsport shall pay the price specified in the Agreement or SOW for completed supplies delivered and Services accepted.

iv. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

3. PAYMENT FOR SERVICES.

(a) Kingsport agrees to pay SchoolKit in accordance with the terms set forth in the SOW.

(b) Payments to SchoolKit are due by the dates outlined in the SOW or otherwise in this Agreement.

4. INDEPENDENT CONTRACTOR. SchoolKit shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.

5. REPRESENTATIONS AND WARRANTIES.

(a) Each Party represents and warrants to the other Party that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement and the performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound; and (iii) it is in material compliance with all applicable laws, rules and regulations that would be applicable under this Agreement (the "Laws").

(b) Each Party represents and warrants to the other that its disclosure of any information, data or materials and the use thereof, as expressly authorized by the disclosing Party, will not violate any confidentiality obligations, trade secrets, copyrights, trademarks or other proprietary rights of any third party.

6. COVENANTS

(a) Each Party agrees that it shall at all times be in material compliance with all applicable laws, rules and regulations applicable under this Agreement.

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(b) Each Party agrees that it shall at all times comply with its confidentiality obligations under any separate non-disclosure and confidentiality agreement that may have been executed between the Parties, in addition to those contained in Article 8 herein.

7. CONFIDENTIAL INFORMATION.

(a) Each Party shall treat as confidential all teacher and student work samples collected or possessed in connection with the Services rendered pursuant to this Agreement in compliance with all applicable state and federal laws and regulations, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232(g); 34 CFR Part 99, except (i) to the extent such work samples are shared between the Parties and may be shared without violating the Laws, or (ii) to the extent that such work samples are required by applicable Law to be shared with a third-party.

(b) Notwithstanding anything in this Agreement to the contrary, any provision regarding the confidentiality of the terms and conditions of the Agreement are deleted. Any documents, materials, or attachments/exhibits, including the Terms of Service/the Agreement/the License Agreement and the information contained in the Agreement, in any format, including, but not limited to, paper, electronic, or virtual, are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. § 10-7-503 *et seq*., are not confidential, and are subject to disclosure in whole or in part to any citizen of Tennessee, without regard to any provision contained in the Agreement declaring information confidential. Records not otherwise made confidential by Tennessee law are public records. Kingsport must, upon proper request by a citizen of Tennessee, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq*., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to SchoolKit or provide SchoolKit with notice or the time to obtain a protective order.

8. DISCLAIMER AND LIMITATION OF LIABILITY.

(a) EXCEPT FOR ITS LIABILITY IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(b) EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER AND TO THE EXTENT PERMITTED BY TENNESSEE LAW, LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES

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OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE TOTAL AMOUNTS PAID UNDER THIS AGREEMENT.

9. GENERAL PROVISIONS.

(a) Paragraph Headings. Paragraph headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.

(b) Modification. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the Parties hereto or their legal representatives.

(c) Changes. SchoolKit shall not commence any work not specifically required by the approved SOW, nor change the SOW without the prior written authorization of Kingsport. This Agreement may be amended, supplemented or modified only by a written document executed by duly authorized representatives of the Parties.

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Either Party may initiate a change request for mutual agreement via Agreement amendment.

(d) If there is a conflict between this Agreement and Appendix A, the terms of the respective appendix shall supersede the corresponding terms of this Agreement with respect to the services performed thereunder.

(e) Waiver. Failure by either Party at any time to require performance by the other Party or to claim a breach of any term of this Agreement will not be construed as a waiver of any right under this Agreement, will not affect any subsequent breach, will not affect the effectiveness of this Agreement or any part thereof, and will not prejudice either Party in any subsequent action.

(f) Severability. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties.

(g) Complete Agreement. This Agreement, together with every SOW, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof.

(h) Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Subcontracting is authorized.

(i) Notices. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when mailed by first class, registered or certified mail, return receipt requested, postage prepaid, to the intended recipient thereof at its address shown herein below or to such other addresses as the intended recipient may specify in a notice pursuant to this Paragraph.

If to Kingsport City Schools:	If to SchoolKit:
Kingsport City Schools 400 Clinchfield Street, Suite 200 Kingsport, TN 37664	SchoolKit 6711 Germantown Ave. #25321 Philadelphia, PA 19119-9997
Attn: Brian Cinnamon	Attn: Ethan Mitnick

(j) Force Majeure. Neither Party shall be in breach of this Agreement or responsible

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for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that there is good faith in a Party's attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond the control of the Party to be charged.

(k) Survival of Provisions. The terms and provisions of this Agreement that by their sense and context are intended to survive the performance thereof or hereof of either Party or both Parties hereto shall so survive the completion of performance and termination of this Agreement, including without limitation the making of any and all payments due hereunder.

(a) Governing Law and Enforcement. This Agreement shall be governed and construed in accordance with the laws of the state of Tennessee without regard to conflict of law provisions thereof. Each Party submits to exclusive jurisdiction and venue in the courts located in the state or federal courts for Kingsport, Sullivan County, Tennessee for all matters in connection with this Agreement. In the event it should become necessary for either Party to commence an action under this Agreement, each Party shall be responsible for its attorney's fees and costs in connection with any such collection efforts.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

City of Kingsport for its Kingsport City Schools

_____
[Signature]

_____
[Name]

_____
[Title]

Date:_____

ATTEST:

_____
Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

_____
Rodney B. Rowlett, III, City Attorney

SchoolKit

Signed by:
Tirza Buelto
7606626E4F21420...

Tirza Buelto

Director of Operations & Finance

Date: June 22, 2026 | 9:05 AM EDT

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Appendix A
Scope of Work

The following constitutes the Scope of Work ("SOW"), which is made and entered between SchoolKit and Kingsport City Schools ("Kingsport" and together with SchoolKit, the "Parties").

Our work together will last from July 1, 2026 to June 30, 2027. SchoolKit will offer the following services to Kingsport:

This is the second year of the partnership between Kingsport City Schools and SchoolKit in support of the CLSD secondary literacy grant. In the first year of our partnership, we focused on context building, established baselines for district systems and student performance, and set goals for the upcoming work. Year 2 of our work together will target Unit and Lesson-level internalization with a goal of supporting Kingsport in shifting responsibilities for these high-leverage tasks from the district to school-level leaders in Middle School. To accomplish this we will work in tandem to deepen leaders' understanding of best practices in secondary literacy and strengthen systems and structures for effective HQIM implementation. Additionally, we will focus on supporting teachers utilizing these internalization practices with an emphasis on planning and implementing supports for individual students in their classrooms.

Onsite Support Days
20 onsite full support days that take place via a cadence determined between SchoolKit and Kingsport City Schools. The purpose of our work together is to strengthen secondary literacy implementation via TDOE's CLSD grant. Onsite support days will be focused on the priorities identified in the Literacy Materials Implementation Support Grant. In this time, we may complete the following activities:

- Strategic planning with district leaders, including establishing goals for our work together, monitoring the progress and impact of our services, planning training and coaching logistics, and reviewing data.
- Classroom walkthroughs, data collection, and data analysis to develop a comprehensive Secondary Literacy Landscape Analysis & Implementation Plan
- Provide secondary literacy training to teachers and/or leaders
- Provide secondary literacy coaching to teachers and/or leaders

IPG & HQIM Framework Data Analysis

- SchoolKit will facilitate and analyze the Instructional Practice Guide ("IPG") and HQIM Implementation Framework data collection three (3) times a year during the CLSD Grant term.

Asynchronous Modules

- SchoolKit will create three (3) Asynchronous learning modules each year during the CLSD Grant term, focused on the priorities identified in the Literacy Materials Implementation Support Grant with topics selected by the State.

Reporting & Attendance

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- SchoolKit will maintain and report LEA teacher, employee, and/or representative engagement and LEA teacher, employee, and/or representative attendance records to the State on direct support days and statewide engagement during the CLSD Grant term.

State Planning Meetings

- SchoolKit will attend contractor meetings every other week with State staff to ensure alignment to statewide support and priorities identified in the Literacy Materials Implementation Support Grant.

Cost

SchoolKit will charge Kingsport a total of $80,000.00 for the services described above. Kingsport will pay SchoolKit on a monthly basis based on services provided the preceding month.

Kingsport City Schools

_____
[Signature]

_____
[Name]

_____
[Title]

Date:_____
ATTEST:

_____
Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

_____
Rodney B. Rowlett, III, City Attorney

SchoolKit

Signed by:
Tirza Buelto
7606626E4F21420...

Tirza Buelto

Director of Operations & Finance

Date: June 22, 2026 | 9:05 AM EDT

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Background Check Requirement

Mandatory background checks are required to execute this agreement. Vendor will fully comply and require its contractors and agents to fully comply with the requirements contained in T.C.A. §49-5-413(d) pertaining to required background checks for individuals, who will have direct contactwith school children or a childcare center or have access to the grounds of a school when childrenare present. Vendor will have mandatory backgrounds checks as set out in the statute, and Vendorhas 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 enterschool grounds. Vendor agrees that no employer, or employee of the employer, including contractors of Vendor 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 of the offenses listed in T.C.A. § 49-5-413including 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; or
(ii.) Any offense in title 39, chapter 13 (offenses against persons); or
(iii.) T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson); or
(iv.) T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary); or
(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); or
(vi.) T.C.A. § 39-17-417 (controlled substances offenses) or
(vii.) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
(viii.) Any other offense in title 39, chapter 17, part 13 (weapons).

Prior to any employer or employee providing service to the school pursuant to this Agreement Vendor shall certify in writing to Kingsport City Schools that all employees of Vendor or its contractors providing service to students or entering on school grounds when children are presenthave 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(s) under T.C.A. § 49-5-413(d).

DocuSigned by:
Ethan Mitnick
9890F94B4E36443...

Signature of Authorized Representative

June 24, 2026 | 3:18 PM EDT

Date

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CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
December 15, 2025	June 30, 2030	33101-25070FAF5H	000000000000000 0000089157

Contractor Legal Entity Name	Edison Vendor ID
SchoolKit LLC	0000227328

Goods or Services Caption (one line only)

Comprehensive Literacy State Development

Contractor	Assistance Listing Number:
☒ Contractor	84.371

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026		$480,000.00			$480,000.00
2027		$480,000.00			$480,000.00
2028		$480,000.00			$480,000.00
2029		$480,000.00			$480,000.00
2030		$480,000.00			$480,000.00
TOTAL:		**$2,400,000.00**			**$2,400,000.00**

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE):

☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Disabled Owned Business (DSBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☐ Government ☒ Non-Minority/Disadvantaged ☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ Competitive Selection	Request for Qualifications (RFQ)
☐ Other	N/A

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Samantha Chandler

Digitally signed by Samantha Chandler
Date: 2025.12.04 08:35:19 -06'00'

Speed Chart (optional)	Account Code (optional)
CLSD Grant (33105)	

Item XI8.

Docusign Envelope ID: 4D6C0621-61F0-43DE-A13C-D7B59A28607D

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
CENTRAL PROCUREMENT OFFICE
ON BEHALF OF THE DEPARTMENT OF EDUCATION
AND
SCHOOLKIT LLC

This Contract, by and between the State of Tennessee, Central Procurement Office on behalf of the State of Tennessee Department of Education ("State"), and SchoolKit LLC ("Contractor"), is for the provision of Comprehensive Literacy State Development, as further defined in the "SCOPE" and extends services to Local Education Agencies ("LEAs") and authorized Tennessee Public Charter Schools ("Public Charters") to purchase off this Contract. State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Washington, DC
Contractor Edison Registration ID #: 0000227328

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. Asynchronous – shall mean learning that occurs virtually online and through prepared resources, without real-time teacher-led interaction.

b. Comprehensive Literacy State Development ("CLSD") Grant – shall mean the five-year federal grant that provides the flow through funds to the State for each LEA, Public Charter, and SSS.

c. High-Quality Instructional Materials ("HQIM") – shall mean curriculum, assessments, and ancillary resources that create a comprehensive package of materials for teachers. The comprehensive package of materials shall include all Tennessee Academic Standards for English Language Arts and shall align with the shifts required of the standards.

d. High-Quality Instructional Materials ("HQIM") Implementation Framework – shall mean a tool to evaluate the phase of HQIM implementation for LEA/Public Charter/SSS leaders, school leaders, teachers, and students that aims to improve materials implementation and access to grade-level learning for all students.

e. Instructional Practice Guide ("IPG") – shall mean a classroom observation tool that defines expected instructional practices to support learning.

f. Literacy Materials Implementation Support Grant – shall mean the structure to engage each LEA/Public Charter/SSS in HQIM implementation support funded by the Comprehensive Literacy State Development grant.

g. Local Education Agency(ies) ("LEA(s)") – shall mean as defined in Tenn. Code Ann. § 49-1-103.

h. Tennessee Public Charter School(s) ("Public Charter(s)") – shall mean as defined in Tenn. Code Ann. § 49-13-104.

i. Tennessee State Special Schools ("SSS") - shall mean as defined in Tenn. Code Ann. § 49-50-1001 including York Agricultural Institute, Tennessee School for the Blind, and Tennessee School for the Deaf.

A.3. The Contractor shall provide the following direct support to each LEA/Public Charter/SSS to support HQIM implementation according to the CLSD Grant terms. The Contractor is not limited to the following services/duties:

a. Provide the equivalent of twenty (20) in-person, direct support days to each LEA/Public Charter/SSS annually for five (5) years focused on the priorities identified in the Literacy Materials Implementation Support Grant and in a manner to be agreed upon between each LEA/Public Charter/SSS and the Contractor.

b. Facilitate and analyze IPG and HQIM Implementation Framework data collection three (3) times each year during the CLSD Grant term and share the collected data with the State in a method to be determined by the LEA/Public Charter/SSS.

c. Create three (3) Asynchronous online learning modules each year of the CLSD Grant term focused on the priorities identified in the Literacy Materials Implementation Support Grant with topics selected by the State.

d. Maintain and report LEA/Public Charter/SSS teacher, employee, and/or representative engagement and LEA/Public Charter/SSS teacher, employee, and/or representative attendance records to the State on in-person, direct support days and statewide engagement during the CLSD Grant term.

e. Attend contractor meetings every other week with State staff to ensure alignment with statewide support and priorities identified in the Literacy Materials Implementation Support Grant.

A.4. The Contractor shall work with each LEA/Public Charter/SSS to establish a calendar of support that identifies in-person, direct support days and IPG data collection days.

a. The Contractor shall ensure twenty (20) support days are provided during each school year within the terms of the Contract based on the needs of the LEA/Public Charter/SSS.

b. The Contractor shall provide their own transportation and all costs associated with the in-person, direct support and statewide support offered within the terms of the CLSD Grant.

A.5. The Contractor shall ensure that all employees and subcontractors provided under the Contract have a satisfactory background check prior to being assigned for service at any LEA/Public Charter/SSS. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee shall be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background check.

A.6. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.7. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on December 15, 2025 ("Effective Date") and ending on June 30, 2030, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be two million, four hundred thousand dollars and zero cents ($2,400,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Attachment A and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

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The State:

Christy Wall, Assistant Commissioner (Academics and Instructional Strategy)
Tennessee Department of Education
710 James Robertson Pkwy
Nashville, TN 37243
Christy.Wall@tn.gov

LEA/Public Charter/SSS:

The Contractor shall invoice the Authorized Users only for goods delivered and accepted by the Authorized Users or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the billing address that is provided by each individual Authorized User.

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Tennessee Department of Education / Academics and Instructional Strategy
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

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C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

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

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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 at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Christy Wall, Assistant Commissioner (Academics and Instructional Strategy)
Tennessee Department of Education
710 James Robertson Pkwy
Nashville, TN 37243
Christy.Wall@tn.gov
(629) 259-1402

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The Contractor:

Ethan Mitnick, Founder & President
SchoolKit LLC
6711 Germantown Ave., #25321
Philadelphia, PA 19119
ethan@schoolkitgroup.com
(610) 858-1546

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment B, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

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D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, 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 Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the

Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. As applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act 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 Contract.

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

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

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

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq*., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor 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 Contract.

D.23. Debarment and Suspension. The Contractor 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 Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or

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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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This 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 Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A & B;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.31. 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 Contract. The Contractor 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.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form

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that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

   1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

      The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

   1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

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D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this 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"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor 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 Contractor and in accordance with this 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. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor 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 State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

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E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
    (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
    (2) Any pricing related to the new lines, items, or options;
    (3) The expected effective date for the availability of the new lines, items, or options; and
    (4) Any additional information requested by the State.
b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.5. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

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

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

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

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

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

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

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

d. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: the System for Award Management (SAM.gov).

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be

obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.6. Lobbying. The Contractor 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 Contractor, 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor 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.

E.7. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State’s failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.8. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State’s business and purposes.

E.9. Contract Authorized Users. This Contract establishes a source or sources of supply for all Tennessee LEAs, Public Charters, and SSS. The Contractor shall provide all goods or services and deliverables as required by this Contract to all LEAs, Public Charters, and SSS. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Contract:

a. Tennessee Local Education Agencies, as defined by Tenn. Code Ann. § 49-1-103; and

b. Authorized Tennessee Public Charter Schools, as defined in Tenn. Code Ann. § 49-13-104.

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. An Authorized User shall have the right to request additional terms as may be necessary to ensure compliance with applicable local, State and federal laws, regulations, or requirements. Any

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modification pursuant to this section is subject to the procurement policies and procedures of the Authorized User and subject to agreement by the Contractor and Authorized User.

The State is not responsible or liable for the transactions between the Contractor and Authorized Users. This Contract may not be modified by any agreement, written or otherwise, between the Contractor and any of the Authorized Users.

IN WITNESS WHEREOF,

SCHOOLKIT LLC:

DocuSigned by:
Ethan Mitnick
9890F94B4E36443...

December 4, 2025 | 11:20 AM EST

CONTRACTOR SIGNATURE **DATE**

Ethan Mitnick President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Lizzette Reynolds_kdm

Digitally signed by Lizzette Reynolds_kdm
Date: 2025.12.05 11:03:58 -06'00'

LIZZETTE REYNOLDS, COMMISSIONER **DATE**

TENNESSEE CENTRAL PROCUREMENT OFFICE:

Michael F. Perry by LWB

Digitally signed by Michael F. Perry by LWB
DN: cn=Michael F. Perry by LWB, o=CPO, ou=DGS, email=Mike.Perry@tn.gov, c=US
Date: 2025.12.04 14:57:49 -06'00'

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER **DATE**

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ATTACHMENT A

STATE APPROVED PRICING LIST

Goods or Services Description	**Amount** (per compensable increment)
Plan and Deliver In-Person Direct Support Days (Section A.3.a.)	$3,845.00 / Support Day
Plan, Facilitate, and Analyze IPG and HQIM Implementation Framework Learning Walk Data Collection (Section A.3.b.)	$200.00 / Data Collection
Develop and Create Asynchronous Learning Modules (Section A.3.c.)	$100.00 / Learning Module
Maintain and Report LEA/Public Charter/SSS Teacher, Employee, and/or Representative Attendance Records on In-Person Direct Support Days (Section A.3.d.)	$30.00 / Support Day
Attend Contractor Meetings (Section A.3.e.)	$64.00 / Meeting

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ATTACHMENT B

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	89157
CONTRACTOR LEGAL ENTITY NAME:	SchoolKit LLC
EDISON VENDOR IDENTIFICATION NUMBER:	0000227328

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

DocuSigned by:
Ethan Mitnick
9890F94B4E36443...

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Ethan Mitnick President

PRINTED NAME AND TITLE OF SIGNATORY

December 4, 2025 | 11:20 AM EST

DATE OF ATTESTATION

Certificate Of Completion

Envelope Id: 4D6C0621-61F0-43DE-A13C-D7B59A28607D
Status: Completed
Subject: Complete with Docusign: FA_CLSD (FY26-FY30)_SchoolKit LLC.pdf
Source Envelope:
Document Pages: 21
Signatures: 2
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Tirza Buelto
6711 Germantown Ave.
#25321
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tirza@schoolkitgroup.com
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Signer Events	Signature	Timestamp
Ethan Mitnick ethan@schoolkitgroup.com President SchoolKit Security Level: Email, Account Authentication (None)	DocuSigned by: Ethan Mitnick 9890F94B4E36443...	Sent: 12/4/2025 11:18:55 AM Viewed: 12/4/2025 11:19:55 AM Signed: 12/4/2025 11:20:25 AM
	Signature Adoption: Pre-selected Style Using IP Address: 216.147.170.193	

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2025 11:18:55 AM
Certified Delivered	Security Checked	12/4/2025 11:19:55 AM
Signing Complete	Security Checked	12/4/2025 11:20:25 AM
Completed	Security Checked	12/4/2025 11:20:25 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SchoolKit (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SchoolKit:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: operations@schoolkitgroup.com

To advise SchoolKit of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at operations@schoolkitgroup.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SchoolKit

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to operations@schoolkitgroup.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SchoolKit

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to operations@schoolkitgroup.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SchoolKit as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SchoolKit during the course of your relationship with SchoolKit.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing East Tennessee State University to Provide Educational Services at the Kingsport Center for Higher Education

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-215-2026	Final Adoption:	July 21, 2026
Work Session:	July 21, 2026	Staff Work By:	Jessica Harmon
First Reading:	N/A	Presentation By:	Jessica Harmon

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the resolution.

Executive Summary:
If approved, this resolution will extend the current agreement with East Tennessee State University (ETSU) to provide educational services at the Kingsport Center for Higher Education through June 30, 2030.

This agreement outlines the basic methods that allow ETSU to operate in the Academic Village in buildings leased by Northeast State Community College (NeSCC). NeSCC has exclusive right to offer all lower division and associate level programs and courses within the Academic Village. They may permit other institutions to participate in lower-level classes if they deem it appropriate.

This agreement also outlines the fee of $50,000 payable to NeSCC for offering programming at the Kingsport Center for Higher Education. The fee allows them access to classroom space as well as office space within the building.

The term of the agreement is from July 1, 2026 through June 30, 2030 which mirrors the term of the recently approved Lease Agreement with NeSCC for the Academic Village properties.

Attachments:
1. Resolution
2. Agreement

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

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 terms of July 1, 2026 through June 30, 2030 academic years; 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
East Tennessee State University

This Agreement shall be in effect from July 1, 2026 through June 30, 2030 and is made between the City of Kingsport, Tennessee, herein City, and East Tennessee State University, herein 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 a 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 2 coursework offered by Institution must be at the junior, senior or graduate level. The annual fee to offer programs at the Kingsport Center for Higher Education 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:

i.Maintain its own identity;

ii.Operate within its own governance and administrative framework;

iii.Serve as its own fiscal agent;

iv.Provide its own on-site management;

v.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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Agreement
between
City of Kingsport
And
East Tennessee State University

This Agreement shall be in effect from July 1, 2026 through June 30, 2030 and is made between the City of Kingsport, Tennessee, herein City, and East Tennessee State University, herein 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.

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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 a 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 2 coursework offered by Institution must be at the junior, senior or graduate level. The annual fee to offer programs at the Kingsport Center for Higher Education is Fifty Thousand Dollars ($50,000) payable in full to NeSCC within 30 days of receipt of invoice.

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Section 10. The participating institution is expected to and shall:

i. Maintain its own identity;
ii. Operate within its own governance and administrative framework;
iii. Serve as its own fiscal agent;
iv. Provide its own on-site management;
v. 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.

CITY OF KINGSPORT:

PAUL W. MONTGOMERY, MAYOR

EAST TENNESSEE STATE UNIVERSITY

Dr. BRIAN NOLAND, PRESIDENT

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration to Approve Offer for Right-of-Ways and Easements for the Jack White Drive/Eastman Road Intersection Improvement Project

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-205-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	R. Trent; J. Hensley
First Reading:	N/A	Presentation By:	M. Thompson

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve Offers

Executive Summary:
If approved, this would authorize the Property Acquisition Agent to proceed with obtaining permanent easements for the construction of the Jack White Drive and Eastman Road Intersection Improvement Project. The improvements will include new mast arm systems for all approaches along with roadway geometry improvements to align left turn lanes for both North Eastman Road directions.

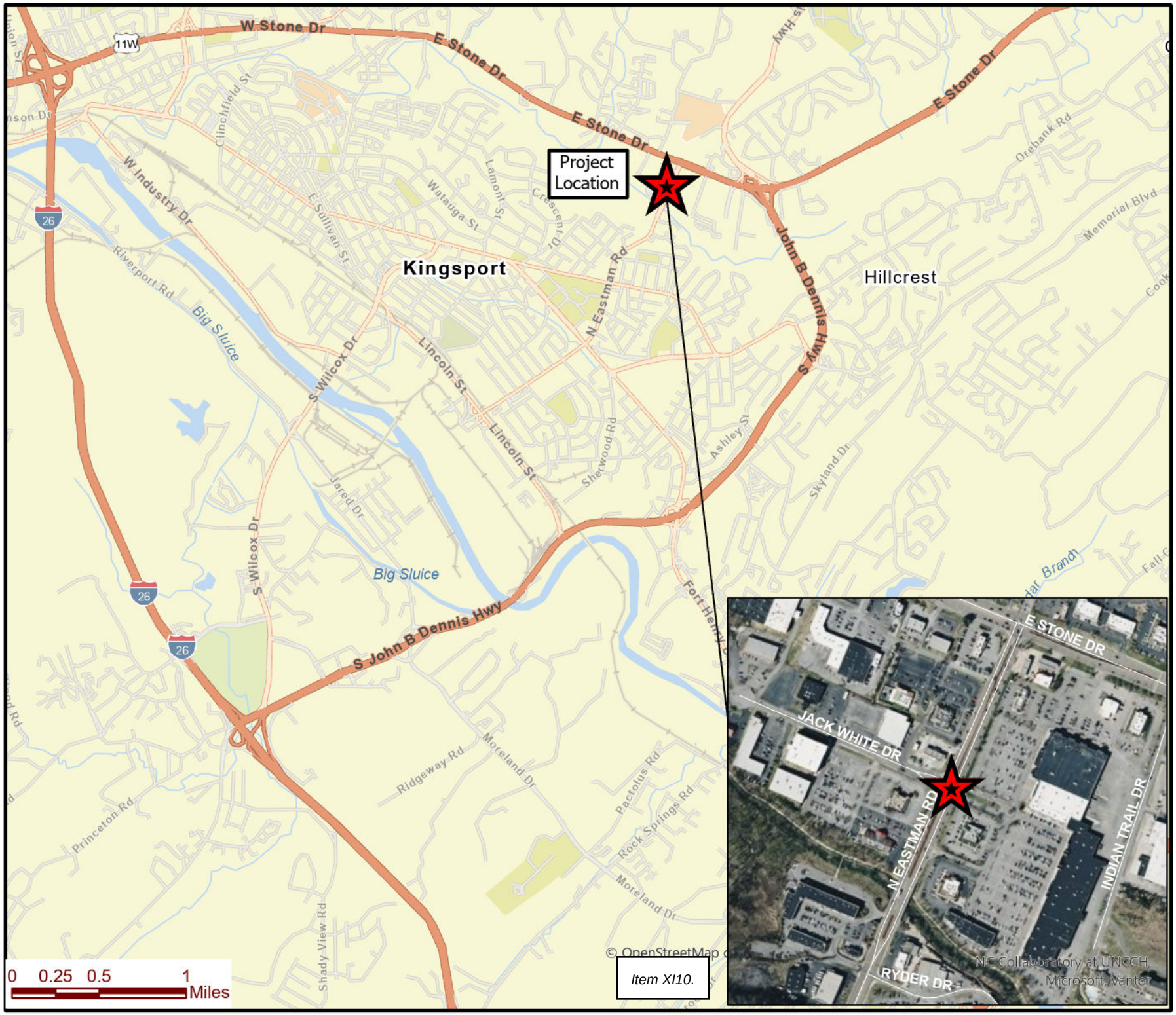
In order to proceed with the construction of this improvement project, the Public Works Department has requested rights-of-way and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market value as per the attached property owners.

These easements will be funded under #GP2606.

Attachments:
1. Project Location Map

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

Tax Map/Parcel	Property Owner/s	Easement Area	Appraised Value
046L; A; 019.50	2L2Q Holdings, LLC 431 Park Village Rd., Ste. 109 Knoxville, TN 37923	Perm. 216 sq. ft.	$535.00
047P; A; 001.20	KRG Kingsport East Stone, LLC 30 S Meridian Street, Ste. 1100 Indianapolis, IN 46204	Perm. 350 sq. ft.	$867.00
047P; A; 001.00	KRG Kingsport East Stone, LLC 30 S Meridian Street, Ste. 1100 Indianapolis, IN 46204	Perm. 2,363 sq. ft.	$5,849.00



Item XI10.

Project Location Map
Jack White Drive & Eastman Road
Intersection Improvement Project

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Amended and Restated Purchase Agreement with Solution Tree for Professional Development for Kingsport City Schools

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-210-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the accompanying resolution authorizes the Mayor to execute an Amended and Restated Purchase Agreement with Solution Tree for professional development for Kingsport City Schools in the amount of $60,600.

On May 13, 2026, the City entered into a purchase agreement with Solution Tree agreement for an amount not to exceed $42,600 for three-day workshops at Jackson Elementary and Robinson Middle School. Sec. 2-606 of the Code of Ordinances allowed for execution of the agreement without board approval. Since that contract was signed, the administration desires to add additional services for interactive web conferences for the Leadership Team. The cost for the additional services brings the total agreement cost to $60,600.

Funding will be from the 2026-2027 Additional Targeted Support and Improvement (ATSI) Grant.

The Board of Education approved the amended purchase agreement on July 14, 2026.

Attachments:
Resolution

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED AND RESTATED PURCHASE AGREEMENT WITH SOLUTION TREE FOR PROFESSIONAL DEVELOPMENT FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on May 13, 2026, the City entered into a purchase agreement with Solution Tree agreement for an amount not to exceed $42,600 for three-day workshops at Jackson Elementary and Robinson Middle School; and

WHEREAS, the administration desires to add additional services for interactive web conferences for the Schools Leadership Team at an additional cost of $18,000 bringing the total cost of the agreement to $60,600; and

WHEREAS, the Board of Education approved this action on July 14; and

WHEREAS, funding for this service will be from 2026-2027 Additional Targeted Support and Improvement (ATSI) Grant.

Now therefore,

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

SECTION I. That the Amended and Restated Purchase Agreement with Solution Tree 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 Amended and Restated Purchase Agreement with Solution Tree, 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:

Solution Tree

Amended and Restated Purchase Agreement

Effective as of the last date of signature below, Solution Tree Inc. (“Solution Tree”), located at 555 N. Morton St., Bloomington, IN 47404, and City of Kingsport for its Kingsport City School District (“Customer”), located at 400 Clinchfield St. Suite 200, Kingsport, TN 37660, agree to amend and restate the Solution Tree Purchase Agreement between the parties dated May 13, 2026 as follows:

1. **Purchase Summary:** Customer will purchase and Solution Tree will provide the products and services described below. Customer will provide Solution Tree with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Non-refundable 20% Deposit)	$ 12,120.00	Upon execution of Agreement
Professional Development Services (Remainder)	$48,480.00	Incrementally after each date
Total	$60,600.00	

2. **Professional Development Services:** Solution Tree will provide a presenter to perform the professional development services described in Exhibit A. Except for any pre-printed binders or other materials Solution Tree provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.
3. **General Terms**
   - **3.1. Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.
   - **3.2. Authorization:** Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.
   - **3.3. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.
   - **3.4. Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.
   - **3.5. Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

   This Agreement is acknowledged and accepted by Customer and Solution Tree:

[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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Solution Tree
Amended and Restated Purchase Agreement

Effective as of the last date of signature below, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and City of Kingsport for its Kingsport City School District ("Customer"), located at 400 Clinchfield St. Suite 200, Kingsport, TN 37660, agree to amend and restate the Solution Tree Purchase Agreement between the parties dated May 13, 2026 as follows:

1. **Purchase Summary:** Customer will purchase and Solution Tree will provide the products and services described below. Customer will provide Solution Tree with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Non-refundable 20% Deposit)	$ 12,120.00	Upon execution of Agreement
Professional Development Services (Remainder)	$48,480.00	Incrementally after each date
Total	$60,600.00	

2. **Professional Development Services:** Solution Tree will provide a presenter to perform the professional development services described in Exhibit A. Except for any pre-printed binders or other materials Solution Tree provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.

3. **General Terms**

3.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

3.2. **Authorization:** Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.

3.3. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.

3.4. **Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any

services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

3.5. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: _____ By: _____
Name: Date Date
Title:
Entity: Kingsport City School District

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A

Description of Professional Development Services

SERVICE 1: Beyond Labels Customized Workshops (3 days)

Date(s): September 8, 2026; November 3, 2026; February 5, 2027

Proposed Associate(s): Matthew Treadway

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Jackson Elementary

Cost of Service: $21,300.00 ($7,100.00 per day)

Description of Service:
These customized days will focus on general and special educators utilizing PLC best practices to develop collaborative partnerships, close achievement gaps, achieve efficiency with the IEP process, improve student learning, and maximize learning for all. Each day will build on previous training and strategies provided.

SERVICE 2: Beyond Labels Customized Workshops (3 days)

Date(s): September 8, 2026; November 3, 2026; February 5, 2027

Proposed Associate(s): Kimberly Cano

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Robinson Middle School

Cost of Service: $21,300.00 ($7,100.00 per day)

Description of Service:
These customized days will focus on general and special educators utilizing PLC best practices to develop collaborative partnerships, close achievement gaps, achieve efficiency with the IEP process, improve student learning, and maximize learning for all. Each day will build on previous training and strategies provided.

Services may be delivered virtually if necessary. Virtual days are up to 6 hours of support. Virtual pricing will apply to services delivered virtually.

SERVICE 3: Interactive Web Conferences – Leadership Team (6 sessions)

Date(s): July 29, 2026; August 12, 2026; October 28, 2026; December 15, 2026; March 9, 2027; April 21, 2027

Proposed Associate(s): Kimberly Cano

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: Virtual

Cost of Service: $9,000.00 ($1,500.00 per session)

Description of Service:
A coach will deliver these 75-minute virtual sessions to work with the district or school leadership team on Identifying priorities aligned with the 6 core principles from All Means All, developing a comprehensive improvement plan, and reflecting on plan implementation, emphasizing celebrations and opportunities. These sessions will provide an opportunity for planning or discussion about current work in progress.

SERVICE 4: Interactive Web Conferences – Leadership Team (6 sessions)

Date(s): October 23, 2026; November 20, 2026; December 4, 2026; January 15, 2027; March 5, 2027; April 16, 2027

Proposed Associate(s): Matthew Treadway

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: Virtual

Cost of Service: $9,000.00 ($1,500.00 per session)

Description of Service:
A coach will deliver these 75-minute virtual sessions to work with the district or school leadership team on Identifying priorities aligned with the 6 core principles from All Means All, developing a comprehensive improvement plan, and reflecting on plan implementation, emphasizing celebrations and opportunities. These sessions will provide an opportunity for planning or discussion about current work in progress.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-221-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Ken Weems
First Reading:	N/A	Presentation By:	K. Weems

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved, a new downtown mural will be located at 201 Broad Street. The owner of 201 Broad Street has requested approval for a mural to be attached to his building. Murals proposed in the B-2 zone require approval from the Board of Mayor and Aldermen.

Criteria for murals is found in the B-2, Central Business District, section of the Zoning Code. Murals are required to be placed on a wall and not contain references to the premises or to the products and/or services offered for sale on the premises. The mural will be 8x8 and painted attached to the E. Market Street side of the building. The mural conforms to the criteria set forth in the Zoning Code.

Supplemental information is provided depicting the map location of the mural as well as rendering of the artwork. A mural of a similar nature was previously located at this location.

Attachments:
1. Resolution
2. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MURAL FOR 201 BROAD STREET SITUATED IN THE B-2 CENTRAL BUSINESS DISTRICT

WHEREAS, the owner of 201 Broad Street has made written application for approval of a new mural to be installed along the East Market Street side of the building; and

WHEREAS, 201 Broad Street is situated in the B-2 Central Business District, and pursuant to *Kingsport Code of Ordinances* § 114—194(g)(3) murals are not permitted in the B-2 District except as approved by the Board of Mayor and Alderman; and

WHEREAS, the proposed work has been analyzed by staff against the criteria for a mural set forth in *Kingsport Code of Ordinances* §114-1 and deemed to meet the criteria.

Now therefore,

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

SECTION I. That the proposed mural to be installed along the East Market Street side of the building located at 201 Broad Street is approved.

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 21st day of July, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Zoning Analysis of the Mural Proposal for 201 Broad Street

Zoning criteria for new murals in the B-2, Central Business District, are found in the definition of a mural that resides the City's zoning code. Murals in the B-2 zone are required to be placed on a wall and must not contain references to the premises or to the products and/or service offered for sale on the premises.

It is staff's opinion that the proposed mural, shown below, meets the criteria to be painted on the E Market Street side of 201 Broad Street. The dimensions for the mural are 8' by 8' as depicted in the following pictures. The artist is Joseph Maye.

B-2 Zoning Map showing proposed location of mural

8’ x 8’ section of wall for the proposal
along the E Market Street side of 201 Broad Street

Picture of proposed mural; 8’ x 8’ wood panels attached with concrete fasteners

AGENDA ACTION FORM

Consideration of a Resolution Rejecting the Bid for City Owned Surplus Real Property Located at 526 Sequoyah Drive, Tax Map 046H, Group G, Parcel 003.00

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-184-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Angie Marshall
First Reading:	N/A	Presentation By:	Travis Bishop

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution will reject the bid for the purchase of city-owned **surplus property located at 526 Sequoyah Drive**, being more particularly described as Tax I.D. No: Control Map 046H, Group G, Parcel 003.00

The Planning Commission voted to recommend declaring the parcel as surplus since **no city department stated a need to retain it.** The City Recorder has declared the parcel as surplus property.

The subject property, along with the adjacent parcel, was the site of a duplex. Half of the duplex fell into disrepair and was ordered for demolition by the Chief Building Official. For the city to complete the demolition of the dilapidated structure, the adjacent property needed to be acquired, and was, via quitclaim deed on 5/29/20. The current tax appraisal is $10,800.

On 5/2/26 an ad was placed in the Kingsport Times News requesting sealed bids for anyone interested in purchasing the parcel with a deadline of 5/28/26 at 4:00 pm. **Two bids were received** and opened: Aaron Rose submitted a bid $5,600 and Dylan Kenkel submitted a bid for $13,500.

City Staff is in the process of acquiring the adjacent property that contained half of the duplex through delinquent taxes. It is recommended to reject the bids received for this property and readvertise for both lots once obtained through the delinquent tax process.

Pursuant to Kingsport Code of Ordinances Section 2-570, the City Recorder hereby recommends the board **reject the bids submitted for this property.**

Attachments:
1. Resolution
2. Memorandum for the Record
3. Bid Opening Minutes
4. Map

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 526 SEQUOYAH DRIVE

WHEREAS, bids were opened May 28, 2026 for the purchase of city-owned surplus real property located at 526 Sequoyah Drive, being more particularly described as Tax I.D. No: Control Map 046H, Group G, Parcel 003.00; and

WHEREAS, upon review of the bids and in consideration of the potential to offer the aforementioned property as part of a larger whole for public auction it deemed to be in the best interest of the city to reject the bids at this time;

Now therefore,

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

SECTION I. That all bids opened May 28, purchase of city-owned surplus real property located at 526 Sequoyah Drive, being more particularly described as Tax I.D. No: Control Map 046H, Group G, Parcel 003.00, are rejected.

SECTION III. That the board finds that the actions authorized by this resolution are undertaken for the benefit of the City of Kingsport.

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

ADOPTED this the 21st day of July, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Bid Opening Minutes for Surplus Property **5/28/2026 at 4:00 p.m.**

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Present: Angie Marshall, Jessica Harmon

ADDRESS	BIDDER	AMOUNT
526 Sequoyah Drive	Aaron Rose	$5,600.00
526 Sequoyah Drive	Dylan Kenkel	$13,500.00

KINGSPORT
TENNESSEE

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

Action Form No.:	AF-225-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Chassy Smiley
First Reading:	N/A	Presentation By:	Michael Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the resolution.

Executive Summary:
If approved the agreement will allow Kingsport Tribe Youth Football and Cheer (KTYFC) to utilize facilities located at the Tribe Athletic Complex (TAC) 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 to collaborate on promotion and marketing, conduct coaches' clinics, skills camps, and provide staff assistance. Seventy-five percent of participants must be residents or KCS students.

Last season KTYFC had 156 players and 89 cheer participants from ages 4 to 12 years old.

Term of the agreement is August 1, 2026 to July 31, 2027.

Attachments:
1. Resolution
2. Agreement

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

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 Dobyns-Bennett High School Football; and

WHEREAS, the city would like to renew its agreement with KTYFC for one year commencing on August 1, 2026 and ending July 31, 2027; 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 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 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 (hereinafter "Agreement") is hereby made and entered into as of this _____ day of July 2026 ("Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY") and KINGSPORT TRIBE YOUTH FOOTBALL and CHEER (hereinafter "KTYFC") a Tennessee nonprofit corporation.

W I T N E S S E T H

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 Dobyns-Bennett High School Football; and

WHEREAS, KTYFC is a 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.**

1. 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, 2026, to July 31, 2027. 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 provided 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 ensuring 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 2026-2027 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.

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**. KTFYC shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement:

a. 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.

b. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.

c. List of designated personnel who have facility keys & access.

2. Comply with Tenn. Code Ann. § 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.

3. 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. Tenn. Code Ann. §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.

4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.

5. Provide reasonable opportunities and methods to include indigent participants.

6. 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 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:

a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
b. any offense in Title 39, Chapter 13 (offenses against persons);
c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);
d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
e. Tenn. Code Ann. § 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);
f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);
g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or
h. 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.

7. 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 with supplies;

d. adhere to CITY rules pertaining to field usages and provide input on overuse.

8. Notify CITY's Risk Management Department (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.

9. Sign a usage agreement annually with CITY.

10. Report any facility maintenance problems to CITY within ten (10) days of KTYFC's discovery of same.

11. Comply with any pouring or exclusivity rights CITY has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.

12. Maintain a minimum of seventy-five percent (75%) city residents and Kingsport City School (hereinafter "KCS") students as registered participants. KTYFC shall certify this has standard has been met. 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 $50.00 fee per child over twenty-five percent (25%) non-resident or KCS student.

13. Provide a reasonable adult to be on-site at each and every activity scheduled on CITY facilities.

14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, *etc*.

17. Assist CITY in moving and relocating equipment within the facilities as necessary.

18. 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.

19. Indemnify and hold CITY harmless from any damage or loss to KTYFC equipment located at the facility.

20. Work in good faith with 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 Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.

21. Shall have the Dobyns-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.

22. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.

23. Shall reimburse 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**.

1. 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**.

1. 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 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.

2. 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, dated above, in duplicate originals.

[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 21st day of July, 2026.

PAUL W. MONTGOMERY, 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 (hereinafter "Agreement") is hereby made and entered into as of this _____ day of July 2026 (“Effective Date”), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY") and KINGSPORT TRIBE YOUTH FOOTBALL and CHEER (hereinafter “KTYFC”) a Tennessee nonprofit corporation.

W I T N E S S E T H

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 Kingsportand to provide a feeder program for Dobyns-Bennett High School Football; and

WHEREAS, KTYFC is a 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.**

1. 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 andcheer provider for CITY during the period of August 1, 2026, to July 31, 2027. 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 provided 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 consentfrom 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 ensuring the safety ofthe 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 2026-2027 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 onallocated 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.

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 Agreementshall supersede any Kingsport City Schools field priorities, rules, or regulations.

IV. **OBLIGATIONS OF KTYFC**. KTFYC shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement:

    a. 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.

    b. List of officers, recreation program personnel, field coordinators,competitive coaches, and Board of Directors members.

    c. List of designated personnel who have facility keys & access.

2. Comply with Tenn. Code Ann. § 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 suffereda 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.

3. 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. Tenn. Code Ann. §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.

4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.

5. Provide reasonable opportunities and methods to include indigent participants.

6. 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 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:

    a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;

    b. any offense in Title 39, Chapter 13 (offenses against persons);

    c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);

    d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);

    e. Tenn. Code Ann. § 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);

    f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);

    g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or

    h. 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.

7. 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 with supplies;

d. adhere to CITY rules pertaining to field usages and provide input on overuse.

8. Notify CITY's Risk Management Department (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.

9. Sign a usage agreement annually with CITY.

10. Report any facility maintenance problems to CITY within ten (10) days of KTYFC's discovery of same.

11. Comply with any pouring or exclusivity rights CITY has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.

12. Maintain a minimum of seventy-five percent (75%) city residents and Kingsport City School (hereinafter "KCS") students as registered participants. KTYFC shall certify this has standard has been met. CITY and KTYFC will utilize annual data to determine future percentage goals. If this percentage is not met KTYFC must furnish the CITY with aplan to achieve the target near season. If the goal is not met the following season KTYFC will be assessed $50.00 fee per child over twenty-five percent (25%) non-resident or KCS student.

13. Provide a reasonable adult to be on-site at each and every activity scheduled on CITY facilities.

14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, *etc*.

17. Assist CITY in moving and relocating equipment within the facilities as necessary.

18. 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.

19. Indemnify and hold CITY harmless from any damage or loss to KTYFCequipment located at the facility.

20. Work in good faith with 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 Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.

21. Shall have the Dobyns-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.

22. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.

23. Shall reimburse CITY for any costs related to facility cleanliness if not done by KTYFC in a satisfactory manner. Shall reimburse the CITYfor any damage to CITY facilities.

V. **ASSIGNMENT and EXCLUSIVITY**.

1. 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 partiesunderstand that KTYFC use of the facility is nonexclusive.

VI. **INSURANCE and INDEMNIFICATION**.

1. 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 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.

2. 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, suchinvalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, orunenforceable 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, dated above, in duplicate originals.

Kingsport Tribe Youth Football and Cheer	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, Mayor**
Date	**Date**
Printed Name	**Attest:**
Title	**Angela Marshall, Deputy City Recorder**
	Approved as to form:
	Rodney B. Rowlett, III, City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with the Tribe Baseball Club of Kingsport for the use of Athletics Facilities

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-226-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Chassy Smiley
First Reading:	N/A	Presentation By:	Michael Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved Tribe Baseball Club of Kingsport (TBCK) will be authorized to use various City athletics facilities without rental costs for the purpose of providing a competitive youth baseball program for the citizens of Kingsport.

The proposed agreement creates a framework pursuant to which parties engage in good faith efforts to collaborate on promotion and marketing and staff assistance.

The agreement will be for a period of one year starting August 1, 2026 through July 31st, 2027. TBCK is a nonprofit corporation formed in 2015 with the mission of providing sound baseball fundamentals to future Kingsport area baseball players in the hope that through the teachings of baseball they will grow to be great student-athletes of our community.

The organization has approximately 115 total players from 7U to 13U.

Attachments:
1. Resolution
2. Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FACILITIES USE AGREEMENT WITH KINGSPORT TRIBE BASEBALL CLUB AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Tribe Baseball Club of Kingsport (TBCK) will serve as a competitive regional travel baseball organization for the Tribe Sports initiative; and

WHEREAS, the TBCK and staff desire to enter into an agreement for a term of 12 months for the use of various city athletics facilities, based on availability, without rental costs for purposes of providing a competitive youth baseball program; and

WHEREAS, by making these facilities available the city is fostering youth sports initiatives which will benefit its citizens.

Now therefore,

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

SECTION I. That a Facilities Use Agreement with Tribe Baseball Club of Kingsport (TBCK) for the use of various athletic fields, 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 Facilities Use Agreement with Tribe Baseball Club of Kingsport for the use of various athletic fields, 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
TRIBE BASEBALL CLUB OF KINGSPORT

THIS AGREEMENT effective as of this _____ day of _____, 2026 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the TRIBE BASEBALL CLUB OF KINGSPORT, (TBCK), hereinafter called "TBCK".

WITNESSETH

WHEREAS, CITY does not provide a competitive youth baseball program for the citizens of KINGSPORT; and

WHEREAS, TBCK is a non-profit organization organized to provide a competitive youth baseball program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Baseball; and

WHEREAS, CITY and TBCK 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 various athletics facilities for the benefit of the citizens of Kingsport; and

WHEREAS, TBCK 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 TBCK 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. Option to Renew

This Agreement will automatically be renewed for an additional twelve-month (12) term unless otherwise terminated.

III. Use of Facilities

1. TBCK will provide competitive youth baseball CITY during the period of August 1, 2026, to July 31st, 2027. TBCK shall have the right to use various CITY's Athletics Facilities as assigned by CITY, during TBCK regular 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.

The TBCK agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall impair the CITY's ability to utilize 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. The CITY shall determine and assign scheduling through various departments. The CITY shall reserve the right at any time to cancel any TBCK scheduled event, game, play-off, skills, tournaments, etc. without cause.

2. TBCK may be provided space for the storage of equipment and supplies the selection of which and availability of space shall be at the sole discretion of CITY.

3. TBCK 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. TBCK 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. TBCK shall use appropriate judgment in ensuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by TBCK and all TBCK sponsored activities related to the use of such Facilities.

6. If TBCK should desire to use CITY facilities for additional special events or programs, TBCK 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.

IV. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields:

a. Perform general maintenance and repairs to the facilities.

b. Work with TBCK on maintenance items that could improve operations.

c. Provide TBCK 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 Field lights.

g. Establish policy for field lighting usage.

h. Provide for insurance on buildings.

i. Continue to pay the utilities for the 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 TBCK.

2. Assist TBCK with distribution of information and refer interested parties to TBCK when necessary.

3. 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 TBCK for any monetary damages.

4. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of TBCK.

V. Obligations of TBCK

TBCK shall:

1. Provide the following information within 30 days of the effective date of this agreement:

a. 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.

b. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.

c. List of designated personnel who have facility keys & access.

2. 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.

3. 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

4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.

5. Provide reasonable opportunities and methods to include indigent participants.

6. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. TBCK 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 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:

a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann, § 40-39-202;

b. any offense in Title 39, Chapter 13 (offenses against persons);

c. Tenn. Code Ann. § 39-14-301 AN D § 39-14-203 (arson, aggravated arson);

d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);

e. Tenn. Code Ann. § 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);

f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);

g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or

h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TBCK shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background check and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

7. At no expense to CITY, perform the following necessary maintenance and repair:

a. Each daily game/practice day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;

b. Adhere to City rules that pertain to field usage and provide input on overuse.

8. Notify CITY's Risk Management Department ((423) 229-9464) within 24 hours of any accident or injury which occurs at facility.

9. Sign a usage agreement annually with CITY.

10. Report any facility maintenance problems to CITY within 10 days of TBCK's discovery of the problem.

11. 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.

12. Maintain a minimum of 80% city residents or Kingsport property owner and Kingsport City School (KCS) students as registered participants. Certification of residency percentages shall be made annually to CITY. CITY and TBCK will utilize annual data to determine future percentage goals. If this percentage is not met TBCK must furnish the CITY with a plan to achieve the target near season.

If the goal is not met the following season TBCK will be assessed $50 fee per child over 20% non-resident or KCS student.

13. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.

14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.

17. Assist CITY in moving and relocating equipment within the facilities as necessary.

18. Conduct only TBCK sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by TBCK members is outside the scope of this Agreement.

19. Indemnify and hold CITY harmless from any damage or loss to TBCK equipment located at the facility.

20. 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 Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.

21. Shall have the Dobyns-Bennett Baseball head coach or designee as a voting member of the TBCK board within 30 days of the execution of this agreement. TBCK shall not change their bylaws to remove this position from their Board.

22. Shall include the Superintendent of Recreation Services or designee as an advisory and non-voting member at all business meetings and other TBCK business.

23. Shall reimburse the CITY for any costs related to facility cleanliness if not done by TBCK in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

VI. Assignment and Exclusivity

This Agreement is a privilege for the benefit of TBCK only and may not be assigned in whole or part by TBCK to any other person or entity. Both parties understand that TBCK use of the facility is nonexclusive.

VII. Insurance and Indemnification

TBCK shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering TBCK 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. TBCK 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.

TBCK 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 TBCK or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of TBCK as set forth in this Agreement.

VIII. 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 TBCK 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 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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
TRIBE BASEBALL CLUB OF KINGSPORT

THIS AGREEMENT effective as of this _____ day of _____, 2026 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the TRIBE BASEBALL CLUB OF KINGSPORT, (TBCK), hereinafter called "TBCK".

WITNESSETH

WHEREAS, CITY does not provide a competitive youth baseball program for the citizens of KINGSPORT; and

WHEREAS, TBCK is a non-profit organization organized to provide a competitive youth baseball program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Baseball; and

WHEREAS, CITY and TBCK 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 various athletics facilities for the benefit of the citizens of Kingsport; and

WHEREAS, TBCK 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 TBCK 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. Option to Renew

This Agreement will automatically be renewed for an additional twelve-month (12) term unless otherwise terminated.

III. Use of Facilities

1. TBCK will provide competitive youth baseball CITY during the period of August 1, 2026, to July 31st, 2027. TBCK shall have the right to use various CITY's Athletics Facilities as assigned by CITY, during TBCK

regular 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.

The TBCK agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall impair the CITY's ability to utilize 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. The CITY shall determine and assign scheduling through various departments. The CITY shall reserve the right at any time to cancel any TBCK scheduled event, game, play-off, skills, tournaments, etc. without cause.

2. TBCK may be provided space for the storage of equipment and supplies the selection of which and availability of space shall be at the sole discretion of CITY.

3. TBCK 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. TBCK 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. TBCK shall use appropriate judgment in ensuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by TBCK and all TBCK sponsored activities related to the use of such Facilities.

6. If TBCK should desire to use CITY facilities for additional special events or programs, TBCK 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.

IV. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields:

    a. Perform general maintenance and repairs to the facilities.

b. Work with TBCK on maintenance items that could improve operations.

c. Provide TBCK 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 Field lights.

g. Establish policy for field lighting usage.

h. Provide for insurance on buildings.

i. Continue to pay the utilities for the 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 TBCK.

2. Assist TBCK with distribution of information and refer interested parties to TBCK when necessary.

3. 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 TBCK for any monetary damages.

4. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of TBCK.

V. Obligations of TBCK

TBCK shall:

1. Provide the following information within 30 days of the effective date of this agreement:

   a. 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.

   b. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.

c. List of designated personnel who have facility keys & access.

2. 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.

3. 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

4. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.

5. Provide reasonable opportunities and methods to include indigent participants.

6. Conduct background checks on all coaches who are in a leadership role and have direct contact with children. TBCK 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 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:

a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann, § 40-39-202;

b. any offense in Title 39, Chapter 13 (offenses against persons);

c. Tenn. Code Ann. § 39-14-301 AN D § 39-14-203 (arson, aggravated arson);

d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);

e. Tenn. Code Ann. § 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);

f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);

g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or

h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TBCK shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background check and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.

7. At no expense to CITY, perform the following necessary maintenance and repair:

   a. Each daily game/practice day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;

   b. Adhere to City rules that pertain to field usage and provide input on overuse.

8. Notify CITY's Risk Management Department ((423) 229-9464) within 24 hours of any accident or injury which occurs at facility.

9. Sign a usage agreement annually with CITY.

10. Report any facility maintenance problems to CITY within 10 days of TBCK's discovery of the problem.

11. 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.

12. Maintain a minimum of 80% city residents or Kingsport property owner and Kingsport City School (KCS) students as registered participants. Certification of residency percentages shall be made annually to CITY. CITY and TBCK will utilize annual data to determine future percentage goals. If this percentage is not met TBCK must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season TBCK will be assessed $50 fee per child over 20% non-resident or KCS student.

13. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.

14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.

17. Assist CITY in moving and relocating equipment within the facilities as necessary.

18. Conduct only TBCK sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by TBCK members is outside the scope of this Agreement.

19. Indemnify and hold CITY harmless from any damage or loss to TBCK equipment located at the facility.

20. 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 Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.

21. Shall have the Dobyns-Bennett Baseball head coach or designee as a voting member of the TBCK board within 30 days of the execution of this agreement. TBCK shall not change their bylaws to remove this position from their Board.

22. Shall include the Superintendent of Recreation Services or designee as an advisory and non-voting member at all business meetings and other TBCK business.

23. Shall reimburse the CITY for any costs related to facility cleanliness if not done by TBCK in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

VI. Assignment and Exclusivity

This Agreement is a privilege for the benefit of TBCK only and may not be assigned in whole or part by TBCK to any other person or entity. Both parties understand that TBCK use of the facility is nonexclusive.

VII. Insurance and Indemnification

TBCK shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering TBCK 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. TBCK 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.

TBCK 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 TBCK or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of TBCK as set forth in this Agreement.

VIII. 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 TBCK 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:

TRIBE BASEBALL CLUB OF KINGSPORT	**CITY OF KINGSPORT, TENNESSEE**
Signature	**Paul W. Montgomery, 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 Mayor to Sign Agreements with Appalachian Highlands United Soccer Club

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-227-2026
Work Session: July 20, 2026
First Reading: N/A

Final Adoption: July 21, 2026
Staff Work By: Chassy Smiley
Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approval of the Resolution

Executive Summary:
If approved the City will enter into two agreements with Appalachian Highlands United Soccer Club (AHU), formally Tri-Cities United Soccer Club (TRIC). The first agreement for the use of Eastman Park at Horse Creek and the second agreement for Concessions Rights at Eastman Park.

AHU will continue to be the provider of Kingsport's Recreational Soccer Program. For operating the league AHU is given the right to utilize Eastman Park for non-recreation related leagues and programming. Eastman Park serves as AHU's primary facility for program operations. The agreement establishes an oversight committee including representatives of Dobyns-Bennett soccer coaches.

For FY25 the soccer club had 339 participants in the spring and 472 participants in the fall for ages 4 to 15.

Concessions Rights gives AHU the sole right to operate concessions at Eastman Park

The term of the new agreements is August 1, 2026 to July 31, 2027

These agreements allow the City of Kingsport to partner with AHU to provide exceptional recreational soccer opportunities for the citizens of Kingsport.

Attachments:
1. Resolution
2. Agreement

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH APPALACHIAN HIGHLANDS UNITED SOCCER CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT EASTMAN PARK AT HORSE CREEK

WHEREAS, Appalachian Highlands United Soccer Club (AHU), formerly Tri-Cities United Soccer Club (TRIC) has worked with the city to organize and operate a recreational soccer program and to provide competitive soccer opportunities within the region, and in recent years their primary facility for program operations has been Eastman Park at Horse Creek; and

WHEREAS, the city desires to enter into an agreement with Tri-Cities United Soccer Club for a term of twelve (12) months for the use of the soccer fields and storage facilities at Eastman Park at Horse Creek; and

WHEREAS, the city also desires to enter into an agreement with Appalachian Highlands United Soccer Club (AHU), for the use of the Eastman Park at Horse Creek facilities which includes operation of the concession stand for a term of twelve (12) months.

Now therefore,

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

SECTION I. That an agreement with Appalachian Highlands United Soccer Club for use of Eastman Park at Horse Creek 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 Appalachian Highlands United Soccer Club for the use of Eastman Park at Horse Creek, 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
APPALACHIAN HIGHLANDS UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of July, 2026, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and APPALACHIAN HIGHLANDS UNITED SOCCER CLUB (hereinafter “AHU”), a Tennessee nonprofit corporation.

W I T N E S S E T H

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with AHU; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as “Facilities;” and

WHEREAS, AHU and CITY desire to enter into this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by AHU and the respective obligations contained herein.

NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

I. **TERM**

1. This Agreement shall begin on the date of the execution hereof and end on July 31, 2027. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. **OVERSIGHT COMMITTEE**

1. Under the direction of the Kingsport Parks and Recreation Departments Recreation Services Division, an Oversight Committee will be designated for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:
   a. Superintendent for Recreation Services or designee;
   b. AHU President or representative appointed by AHU Board of Directors;
   c. Recreation Services staff member;
   d. Parks and Recreation Athletic Advisory Committee Member or designee;
   e. Dobyns Bennett Boys Varsity Soccer Coach or designee; and
   f. Dobyns Bennett Girls Varsity Soccer Coach or designee.
2. It is preferred that the individuals selected to fill the positions of (b) and (d) be City of Kingsport residents. These six positions must be six different persons.
3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and AHU is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following:
   a. Review of residency issues;
   b. Review of program statistics related to participation and benchmark data;
   c. Review of scheduling and of facility and program operations; and
   d. Items in Section IV.9 pertaining to items that AHU provides to CITY.
4. Items that CITY received from AHU are to be submitted to the Recreation Services Superintendent or their designee, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. **USE OF FACILITIES**

1. AHU will be the primary youth soccer provider, hereinafter referred to as “Kingsport Recreational Soccer Program,” for CITY. Thus, during the period ending July 31, 2027. AHU, shall have the primary right to use the Facilities, as assigned by CITY, during AHU regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time, the soccer facilities are not being used by AHU, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:
   a. Lives inside the city limits of Kingsport based on 911 address;
   b. Parent/Legal Guardian pays city of Kingsport property tax; or
   c. Participant attends a school operated by the city of Kingsport School system.
2. The second priority for use of the Facilities is by the AHU Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" or as approved by the Recreation Services Superintendent or their designee and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.
3. The third priority for use of the facilities is the AHU Academy programs that have less than 51% CITY residents.
4. “Friendlies:” The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a AHU team based at the facilities. Other games not involving AHU teams may not be held at facility without prior approval of CITY.
5. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:
   a. 2 practices per week

b. 5 – 7 league days during the season
c. 1 local festival per season
d. 2 – 3 friendlies per season
e. 1 – 2 level appropriate tournaments per season

6. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

7. AHU may use the conference room located at facilities for official AHU use and temporary office space during the term of this Agreement. It is the responsibility of AHU to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to AHU that are in this room.

8. CITY will allow minimal storage for equipment and supplies, inside the designated maintenance area of the facilities main building. AHU will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.

9. AHU understands and agrees that CITY is not responsible for the security or maintenance of any AHU equipment or supplies that are stored at Eastman Park at Horse Creek.

10. AHU regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring AHU Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than twice during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to AHU Recreational Soccer Programs. The conditions described in the concession lease with AHU will continue to apply during these designated periods.

11. CITY reserves the right to utilize the facilities when AHU 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.

12. AHU may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

13. AHU understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

14. CITY shall at all times have the right to inspect the facilities being used by AHU and all AHU sponsored activities related to the use of facilities.

15. If AHU should desire to use facilities for additional tournaments, special events, or programs, AHU shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written Agreement between the parties.

IV. OBLIGATIONS OF CITY

1. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

a. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.

b. Provide sand, soil, *etc*. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.

c. Maintain all bleachers in a safe and secure condition.

d. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.

e. Maintain structural integrity of concession stands, restrooms, and city storage areas, including repair or replacement of damaged roofs, doors, and windows.

f. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.

g. Maintain all scoreboards and control systems as needed.

h. Maintain field irrigation systems and watering schedules of turf areas.

i. Communicate with AHU field mowing, fertilization, and irrigation schedules. Inform AHU of any other required maintenance on the fields that would alter playing schedules.

j. Provide AHU with contact information for after-hour and everyday needs.

k. Maintain and repair all parking areas to include gates.

l. Maintain all trails within the facilities.

m. Establish key control and Musco control link access.

n. Provide custodial supplies to be stocked in appropriate areas by AHU. CITY will provide toilet paper and cleaning supplies to be used, AHU will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with AHU responsible for cleaning as needed at all other times.

o. Determine rental fees and rules for usage of facility.

p. Allow nonvoting ex-officio representation by AHU on the Parks and Recreation Athletics Advisory Board.

q. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

r. Establish policy for field lighting usage and access to computer codes.

s. Provide a plan for and approve all capital improvements with input from AHU.

t. Provide for insurance on buildings.

u. Provide paint machine for use and white field paint as needed (in an amount not to exceed 40 gallons per year) to be used by AHU at the facilities. AHU will be responsible for any damage to paint machine under their use.

v. Line fields as needed for events and activities assigned to user groups other than AHU.

w. Ensure the facility is locked when not in use.

x. Assist AHU with distribution of information and refer interested parties to AHU, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to AHU for any monetary damages.

V. **OBLIGATIONS OF AHU**

1. AHU agrees to:

a. Provide the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.

b. Provide a scholarship program for the underprivileged.

c. Meet the following benchmarks for the Kingsport Recreational Soccer Program:

1. Increase and maintain overall participation in the Recreational Program annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. AHU will provide participant data with 911 addresses.

2. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.

3. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web-based trainings, printed materials, etc.).

4. Consider hosting two tournaments each year that include AHU teams and may also include non-AHU teams in order to create a positive economic impact on the Kingsport community.

5. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.

6. Perform a criminal background check through Tennessee State Soccer on each volunteer who coaches or has one-on-one contact with youth. The purpose of this is to make the program as safe as possible for the youth participants. AHU 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 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 accessor to:

i. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
ii. any offense in Title 39, Chapter 13 (offenses against persons);
iii. Tenn Code Ann. § 39-14-301 AND Tenn Code Ann. § 39-14-203 (arson, aggravated arson;
iv. Tenn Code Ann. § 39-14-401 through § 39-14-404 (definition for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
v. Tenn Code Ann. § 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. Tenn Code Ann. § 39-17-417 (controlled substances offenses);
vii. Tenn Code Ann. § 39-17-1320 (providing handgun to juveniles); or
viii. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

AHU shall certify to CITY, in writing, that all coaches coming into direct contact with children have successfully completed the required background check and that such individuals have none of the listed convictions listed above, are not registered sex offenders, and have no other disqualifications.

2. At no expense to CITY, provide the following maintenance and repair:

a. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by AHU.

b. AHU shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.

c. Line all fields for AHU recreation leagues, academy, and tournament play.

d. Monitor restroom facility and stock supplies to be provided by CITY.

e. Adhere to CITY rules that pertain to field usage and provide input on overuse.

3. Furnish to city Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the city Parks and Recreation Department Recreation Services Division.

4. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department Recreation Services Division. AHU is not authorized to schedule the fields for anyone other than AHU practices and/or games. This includes all school systems in the area.

5. Schedule and meet with the city Parks and Recreation Department Recreation Services and Park Services Divisions prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with city staff.

6. Provide CITY with completed accident and incident reports pertaining to AHU's use of facilities.

7. Report any facility maintenance problems to city designated personnel.

8. CITY will provide toilet paper and cleaning supplies to be used. AHU will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with AHU responsible for cleaning as needed all other times.

9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and AHU agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.

10. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.

11. A minimum payment of $6,000.00 fee is required per season. This fee offsets the field usage by AHU for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, AHU will be given a credit of $20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The $6,000.00 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.

12. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.

13. Ensure the facility is locked each day at the conclusion of AHU's use.

14. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Utilize the sports lighting in an efficient manner to help reduce electrical costs.

17. Follow all park rules that have been established by the CITY Parks and Recreation Department.

18. Assist CITY in moving and relocating soccer goals in the facilities. AHU is responsible to ensure goals are properly anchored. As per City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:

a. Auger-style anchors that are screwed into the ground; or

b. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolds to secure the goal.

19. Allow ex-officio representation by city Parks and Recreation Department on AHU Board.

20. Conduct only AHU sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by AHU members is outside the scope of this Agreement.

21. Hold CITY harmless from all damage or loss to AHU equipment located at the facilities unless specifically caused by the sole negligence of CITY.

22. Provide city Parks and Recreation Department statistical data pertaining to participation and attendance at Facilities on a monthly basis.

23. Include a Photo and Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that CITY offers and become the CITY's sole property. City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on CITY's website and social media.

24. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann.§ 68-54-100 "Sudden Cardiac Arrest Prevention Act."

25. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

VI. **ASSIGNMENT and EXCLUSIVITY**

1. This Agreement is a privilege for the benefit of AHU only and may not be assigned in whole or part by AHU to any other person or entity. Both parties understand that AHU use of the facilities is nonexclusive.

VII. **INSURANCE and INDEMNIFICATION**

1. AHU will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, AHU will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of $1,000,000 per occurrence and $2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by AHU of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of AHU. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. AHU shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. AHU also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, AHU shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, AHU shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

2. AHU 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 in whole or in part, by AHU or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of AHU as set forth in this Agreement.

VIII. **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 the AHU 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, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the concession agreement with Appalachian Highlands United Soccer Club at Eastman Park at Horse Creek is approved.

SECTION IV. 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 Appalachian Highlands United Soccer Club for the use of Eastman Park at Horse Creek, 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:

CONCESSION LEASE AGREEMENT BETWEEN
CITY OF KINGSPORT
and
APPALACHIAN HIGHLANDS UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of _____, 2026, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "LESSOR"), and APPALACHIAN HIGHLANDS UNITED SOCCER CLUB (hereinafter “CONCESSIONAIRE”), a Tennessee nonprofit corporation.

W I T N E S S E T H

That for and in consideration of $50.00 per season, to be paid seasonally by CONCESSIONAIRE to LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of August 1, 2024, through June 30, 2025, the concession rights for the sale of food, refreshments, confectionery, and beverages at the soccer fields at 2969 Sullivan Garden, Kingsport, Tennessee.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to ensure that it is always in a safe and usable condition; and shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
3. CONCESSIONAIRE agrees not to sublet or sublease, in any form, the rights as approved herein by City.
4. LESSOR’S Parks and Recreation Manager (hereinafter “Parks and Recreation Manager”) shall approve all items offered under this Agreement and shall approve all prices charged to the public.
5. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such and will not do anything that would violate such pouring rights, including concessions or advertising.
6. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
7. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting condition that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
8. CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
9. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.
10. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.

11. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.
12. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
13. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and LESSOR may take possession upon a twenty-four (24) hour notice.
14. CONCESSIONAIRE may voluntarily terminate this Agreement upon five (5) days written notice to LESSOR.
15. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of $1,000,000 per occurrence and $2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.
16. CONCESSIONAIRE shall indemnify, defend, and hold harmless LESSOR, its officers, employees, and agents from 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 in any way related to the acts or the failure to act, in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

ADOPTED this the 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

AGREEMENT BETWEEN

CITY OF KINGSPORT, TENNESSEE

AND

APPALACHIAN HIGHLANDS UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of July, 2026, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and APPALACHIAN HIGHLANDS UNTIED SOCCER CLUB (hereinafter "AHU"), a Tennessee nonprofit corporation.

W I T N E S S E T H

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with AHU; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as "Facilities;" and

WHEREAS, AHU and CITY desire to enter into this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by AHU and the respective obligations contained herein.

NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

I. TERM

1. This Agreement shall begin on the date of the execution hereof and end on July 31, 2027. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. OVERSIGHT COMMITTEE

1. Under the direction of the Kingsport Parks and Recreation Departments Recreation Services Division, an Oversight Committee will be designated for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:

    a. Superintendent for Recreation Services or designee;
    b. AHU President or representative appointed by AHU Board of Directors;
    c. Recreation Services staff member;
    d. Parks and Recreation Athletic Advisory Committee Member or designee;
    e. Dobyns Bennett Boys Varsity Soccer Coach or designee; and
    f. Dobyns Bennett Girls Varsity Soccer Coach or designee.

2. It is preferred that the individuals selected to fill the positions of (b) and (d) be City of Kingsport residents. These six positions must be six different persons.

3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and AHU is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following:

    a. Review of residency issues;
    b. Review of program statistics related to participation and benchmark data;
    c. Review of scheduling and of facility and program operations; and
    d. Items in Section IV.9 pertaining to items that AHU provides to CITY.

4. Items that CITY received from AHU are to be submitted to the Recreation Services Superintendent or their designee, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. USE OF FACILITIES

1. AHU will be the primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program," for CITY. Thus, during the period ending July 31, 2027. AHU, shall have the primary right to use the Facilities, as assigned by CITY, during AHU regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time, the soccer facilities are not being used by AHU, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:

    a. Lives inside the city limits of Kingsport based on 911 address;
    b. Parent/Legal Guardian pays city of Kingsport property tax; or
    c. Participant attends a school operated by the city of Kingsport School system.

2. The second priority for use of the Facilities is by the AHU Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" or as approved by the Recreation Services Superintendent or their designee and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.

3. The third priority for use of the facilities is the AHU Academy programs that have less than 51% CITY residents.

4. "Friendlies:" The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a AHU team based at the facilities. Other games not involving AHU teams may not be held at facility without prior approval of CITY.

5. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:

    a. 2 practices per week
    b. 5 – 7 league days during the season
    c. 1 local festival per season
    d. 2 – 3 friendlies per season
    e. 1 – 2 level appropriate tournaments per season

6. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

7. AHU may use the conference room located at facilities for official AHU use and temporary office space during the term of this Agreement. It is the responsibility of AHU to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to AHU that are in this room.

8. CITY will allow minimal storage for equipment and supplies, inside the designated maintenance area of the facilities main building. AHU will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.

9. AHU understands and agrees that CITY is not responsible for the security or maintenance of any AHU equipment or supplies that are stored at Eastman Park at Horse Creek.

10. AHU regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring AHU Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than twice during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to AHU Recreational Soccer Programs. The conditions described in the concession lease with AHU will continue to apply during these designated periods.

11. CITY reserves the right to utilize the facilities when AHU 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.

12. AHU may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

13. AHU understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

14. CITY shall at all times have the right to inspect the facilities being used by AHU and all AHU sponsored activities related to the use of facilities.

15. If AHU should desire to use facilities for additional tournaments, special events, or programs, AHU shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written Agreement between the parties.

IV. OBLIGATIONS OF CITY

1. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

    a. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.

b. Provide sand, soil, *etc*. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.

c. Maintain all bleachers in a safe and secure condition.

d. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.

e. Maintain structural integrity of concession stands, restrooms, and city storage areas, including repair or replacement of damaged roofs, doors, and windows.

f. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.

g. Maintain all scoreboards and control systems as needed.

h. Maintain field irrigation systems and watering schedules of turf areas.

i. Communicate with AHU field mowing, fertilization, and irrigation schedules. Inform AHU of any other required maintenance on the fields that would alter playing schedules.

j. Provide AHU with contact information for after-hour and everyday needs.

k. Maintain and repair all parking areas to include gates.

l. Maintain all trails within the facilities.

m. Establish key control and Musco control link access.

n. Provide custodial supplies to be stocked in appropriate areas by AHU. CITY will provide toilet paper and cleaning supplies to be used, AHU will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with AHU responsible for cleaning as needed at all other times.

o. Determine rental fees and rules for usage of facility.

p. Allow nonvoting ex-officio representation by AHU on the Parks and Recreation Athletics Advisory Board.

q. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

r. Establish policy for field lighting usage and access to computer codes.

s. Provide a plan for and approve all capital improvements with input from AHU.

t. Provide for insurance on buildings.

u. Provide paint machine for use and white field paint as needed (in an amount not to exceed 40 gallons per year) to be used by AHU at the facilities. AHU will be responsible for any damage to paint machine under their use.

v. Line fields as needed for events and activities assigned to user groups other than AHU.

w. Ensure the facility is locked when not in use.

x. Assist AHU with distribution of information and refer interested parties to AHU, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations.If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to AHU for any monetary damages.

V. OBLIGATIONS OF AHU

1. AHU agrees to:

a. Provide the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.

b. Provide a scholarship program for the underprivileged.

c. Meet the following benchmarks for the Kingsport Recreational Soccer Program:

1. Increase and maintain overall participation in the Recreational Program annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. AHU will provide participant data with 911 addresses.

2. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.

3. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web-based trainings, printed materials, etc.).

4. Consider hosting two tournaments each year that include AHU teams and may also include non-AHU teams in order to create a positive economic impact on the Kingsport community.

5. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.

6. Perform a criminal background check through Tennessee State Soccer on each volunteer who coaches or has one-on-one contact with youth. The purpose of this is to make the program as safe as possible for the youth participants. AHU 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 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 accessor to:

i. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;

ii. any offense in Title 39, Chapter 13 (offenses against persons);

iii. Tenn Code Ann. § 39-14-301 AND Tenn Code Ann. § 39-14-203 (arson, aggravated arson;

iv. Tenn Code Ann. § 39-14-401 through § 39-14-404 (definition for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);

v. Tenn Code Ann. § 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. Tenn Code Ann. § 39-17-417 (controlled substances offenses);

vii. Tenn Code Ann. § 39-17-1320 (providing handgun to juveniles); or

viii. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

AHU shall certify to CITY, in writing, that all coaches coming into direct contact with children have successfully completed the required background check and that such individuals have none of the listed convictions listed above, are not registered sex offenders, and have no other disqualifications.

2. At no expense to CITY, provide the following maintenance and repair:

   a. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by AHU.

   b. AHU shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.

   c. Line all fields for AHU recreation leagues, academy, and tournament play.

   d. Monitor restroom facility and stock supplies to be provided by CITY.

   e. Adhere to CITY rules that pertain to field usage and provide input on overuse.

3. Furnish to city Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the city Parks and Recreation Department Recreation Services Division.

4. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department Recreation Services Division. AHU is not authorized to schedule the fields

for anyone other than AHU practices and/or games. This includes all school systems in the area.

5. Schedule and meet with the city Parks and Recreation Department Recreation Services and Park Services Divisions prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with city staff.

6. Provide CITY with completed accident and incident reports pertaining to AHU's use of facilities.

7. Report any facility maintenance problems to city designated personnel.

8. CITY will provide toilet paper and cleaning supplies to be used. AHU will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with AHU responsible for cleaning as needed all other times.

9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and AHU agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.

10. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.

11. A minimum payment of $6,000.00 fee is required per season. This fee offsets the field usage by AHU for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, AHU will be given a credit of $20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The $6,000.00 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.

12. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.

13. Ensure the facility is locked each day at the conclusion of AHU's use.

14. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Utilize the sports lighting in an efficient manner to help reduce electrical costs.

17. Follow all park rules that have been established by the CITY Parks and Recreation Department.

18. Assist CITY in moving and relocating soccer goals in the facilities. AHU is responsible to ensure goals are properly anchored. As per City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:

    a. Auger-style anchors that are screwed into the ground; or

b. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolds to secure the goal.

19. Allow ex-officio representation by city Parks and Recreation Department on AHU Board.

20. Conduct only AHU sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by AHU members is outside the scope of this Agreement.

21. Hold CITY harmless from all damage or loss to AHU equipment located at the facilities unless specifically caused by the sole negligence of CITY.

22. Provide city Parks and Recreation Department statistical data pertaining to participation and attendance at Facilities on a monthly basis.

23. Include a Photo and Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that CITY offers and become the CITY's sole property. City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on CITY's website and social media.

24. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann.§ 68-54-100 "Sudden Cardiac Arrest Prevention Act."

25. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

VI. ASSIGNMENT and EXCLUSIVITY

1. This Agreement is a privilege for the benefit of AHU only and may not be assigned in whole or part by AHU to any other person or entity. Both parties understand that AHU use of the facilities is nonexclusive.

VII. INSURANCE and INDEMNIFICATION

1. AHU will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, AHU will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of $1,000,000 per occurrence and $2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by AHU of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of AHU. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. AHU shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. AHU also shall provide CITY with a certificate of insurance for each policy required under this Agreement

showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, AHU shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, AHU shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

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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 the AHU 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, dated above, in duplicate originals.

[SIGNATURES ON NEXT PAGE]

Appalachian Highlands United Soccer Club.	**City of Kingsport, Tennessee**
Signature	**Paul W. Montgomery, 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 Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-216-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Stephanie Griffin
First Reading:	N/A	Presentation By:	Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the resolution.

Executive Summary:
If approved, the City will enter into the Public Library Service Agreement FY27 with the State of Tennessee State Library and Archives.

This is an annual agreement that makes the Kingsport Public Library eligible to receive:

- Professional and technical assistance to library staff and commission.
- Annual funds of approximately $13,700 for the purchase of new materials.
- Downloadable eBooks, e-audio, and e-magazines available through Overdrive purchased with State/Regional funds and online reference resources/databases valued at $12.4m.
- Digital resources (including Libby) account for 56% of the library's total fiscal year-to-date circulation. Libby comprised 91% of all digital circulations during FY26.
- Statewide courier service.
- Access to direct library grants.

There are no material changes from the prior year's agreement.

Attachments:

1. Resolution
2. Agreement

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO._____

A RESOLUTION APPROVING THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE SAME TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2027

WHEREAS, the city is eligible to receive fiscal year 2027 Tennessee State Library and Archives funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives.

Now therefore,

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

SECTION I. That the renewal of the Public Library Service Agreement with the Tennessee State Library and Archives which provides funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System for fiscal year 2027 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 Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2027, 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:

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 21st day of July, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

Tre Hargett
Secretary of State

State of Tennessee

James Ritter
State Librarian and Archivist

Department of State

Tennessee State Library and Archives
1001 Rep. John Lewis Way N
Nashville, Tennessee 37219-1115
(615) 741-7996

PUBLIC LIBRARY SERVICE AGREEMENT

Holston River
Sullivan County
FY2026-27

Responsibilities of the following Public Library(ies): *Please list libraries below in this box.*
Kingsport Public Library & Archives

The Public Library Board of Trustees will:

1) Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.

2) Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including:
   a) The Public Library Maintenance of Effort Agreement
   b) The Public Library Service Agreement
   c) The Official Public Library Service Area Population Agreement
   d) Official Library Board Appointment form
   e) The Public Library Statistics Survey (Data Collection)
   f) Tennessee Non-Metropolitan Public Library Standards Survey
   g) Board of Trustees minutes and other reports made to the County or City governing body
   h) A Long-Range Plan for Library Services and Technology
   i) Bylaws and Policy Manual

3) Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as “Maintenance of Effort” (MOE) in various documents and also applies to library operating hours as detailed in item 5 of this document. (T.C.A. 10-3-102)

4) Ensure compliance with the Public Library Maintenance of Effort agreement and this Public Library Service Agreement.

5) Maintain a schedule of service hours that best meets the needs of the residents and that will not fall below the level set in the preceding year. (T.C.A. 10-3-102) Note: Unduplicated branch hours are included in the service hours provided system-wide.

6) Comply with all applicable federal, state, and local laws and regulations, including display, provision, and transmission of the mail-in or online Application for Voter Registration within the library facilities. (See T.C.A. §§ 2-2-202 to 2-2-206). Each library must determine which federal, state, and local laws, regulations, or orders apply to the library given its receipt of funds and governance structure. Compliance may require adherence to Executive Orders issued by the President of the United States or the Governor of Tennessee. Local libraries and their boards should work with their library's attorney concerning compliance.

7) Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as the County or City may deem proper. (T.C.A. 10-3-107)

8) Adopt written bylaws and library usage policies. Bylaws must be reviewed every 3 years. With the exception of those policies listed below, usage policies must be reviewed at least every other year and filed with the region as revised and dated. The list of recommended policies can be found in the Standards for Public Libraries (*Tennessee Standards for Public Libraries 2018*: Governance 3-8). The following policies are essential for every library and must be reviewed and approved by the board annually:

    - Collection Development Policy (Includes Reconsideration of Materials Policy)
    - Internet Safety Policy (Recognizes the Children's Internet Protection Act – CIPA)

    See Attached Collection Development and Internet Safety Policy Minimum Requirements, which are a part of this agreement.

9) For all applicable meetings, including committee meetings, follow Open Meetings Law, including adequate public notices (T.C.A. 8-44-103 & 112), a period for public comment (Public Chapter 300, 2023), and minutes properly recorded and distributed (T.C.A. 8-44-104).

10) Include Regional Director, or regional designee, in all board meetings as a non- voting participant, and provide information related to the meetings to Regional Director, or regional designee, in a timely manner. Such information should include official acts of the board and other pertinent information related to the library.

11) Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives, including Trustee Workshops and the Tennessee Trustee Certification Program.

12) Require library staff to participate in a minimum number of hours of annual training and to report the number of hours of annual training. Training may include a combination of in-person and online training.
    a. Administrative staff: Library directors and administration will receive a minimum of 25 hours of library-related training annually.
    b. Paid staff working 20 hours or more: Staff working 20 hours or more per week will receive a minimum of 10 hours of library-related training annually.
    c. Paid staff working less than 20 hours per week will receive a minimum of 5 hours of library-related training annually.

13) Provide complete and correct MARC records compatible with the statewide catalog database (ShareIT), which facilitates the statewide interlibrary loan program.

The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:

a) Tennessee Code Annotated, Title 10
b) Tennessee Standards for Public Libraries, 2018

Responsibilities of the State Library and Its Regional Libraries

Subject to availability of resources, the State will:

1. Assist County and City officials and library boards in developing a unified system of public library service for all residents of a county or city.

2. Provide professional library consultant services to local public library boards and staff, which may include:
    - Planning and Development
    - Personnel Management
    - Policy Development
    - Recruitment and Hiring of Library Directors
    - Collection Management
    - Grant Preparation Guidance
    - Automation Guidance
    - Facilities Management and Construction Guidance

3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include:
    - Materials Acquisitions
    - Original Cataloging
    - Data Collection and Analysis
    - Computer Hardware/Software Problem Resolutions
    - Shared ILS Problem Resolutions

4. Allocate and monitor State funds for a collection of library materials on indefinite loan.

5. Facilitate access to R.E.A.D.S. (Regional eBook and Audiobook Download System) or other digital resources provided by the regional library system.

6. Provide an annual summer reading program workshop and selected library participant materials for promotion and implementation.

7. Purchase and maintain a collection of print and online professional materials to support the improvement of library and management skills of local public library boards and staff.

8. Supply statistical information and data concerning the operation and use of the library.

9. Offer training specific to public library trustees, including the annual Tennessee Trustee Workshops and the Tennessee Trustee Certification program.

10. Offer a minimum of 30 hours of workshops and training for library boards and staff. Training may include in-services, workshops, roundtables, or online training.

If you wish to participate in the Regional Library System this year (July 1, 2026 through June 30, 2027), please acknowledge and agree to the Library Service Agreement as soon as possible.

_____We acknowledge that our Collection Development and Internet Safety Policies meet the minimum requirements outlined in this document, and we have reviewed these policies within the last 12 months.

_____ Date _____

Signature, Chair, Kingsport Public Library & Archives Board

_____

Print Name

_____ Date _____

Bessie Davis, Director of Regional Libraries

References:
Tennessee Code Annotated, Title 10 Tennessee
Standards for Public Libraries, 2018

Revised form: 06/18/2026

Tennessee Regional Library System
Collection Development and Internet Safety Policy Minimum Requirements

Local libraries must ultimately make the decision on what materials to purchase. The Tennessee Regional Library System, however, recognizes that state and federal funds are often used by the local libraries to purchase materials, either directly or through the Regional Library System, and this guidance is intended to ensure that no state and federal funds are used to purchase books and materials that are harmful to minors. To be eligible to receive funding from the Tennessee Regional Library System, public libraries in the Regional Library System must include certain requirements in their Collection Development Policies and Internet Safety Policies, as discussed below.

Collection Development Policy: Every library participating in the Tennessee Regional Library System must have a Collection Development Policy that reflects the following:

1. All materials are selected by the local public library in accordance with the individual public library's full Collection Development Policy;
2. The public library's Collection Development Policy is approved by the public library's Board of Trustees (or equivalent governing body) at least annually;
3. The public library director is aware of all books selected for purchase by the individual public library, through the Regional Library System or otherwise, and the library director will share a list or lists of newly purchased materials with the public library's Board of Trustees (or equivalent governing body). While the public library director may delegate the selection and purchasing of materials to other library staff, the intention behind this requirement is to underscore that the ultimate responsibility for selecting and purchasing materials resides with the library director;
4. No funds received are used to purchase, nor will the library otherwise acquire, material that constitutes "child pornography," is "harmful to minors," or is "obscene;"
5. Books and materials that contain sexual themes or content are reviewed by the public library independently for age-appropriateness and cataloged accordingly – even if this overrides the age-appropriateness recommended by the publisher;
6. The library has a written, publicly accessible library materials challenge policy that (a) defines which parties may dispute or challenge the library's age-appropriate designation on materials, with such definition, at a minimum, including but not limited to, a parent or guardian of a minor within the library district, (b) defines the process by which a materials challenge can be initiated, and (c) provides for the results of any such dispute or challenge to be disclosed in the public library's official Board of Trustee minutes.

Internet Safety Policy: Every library taking part in the Tennessee Regional Library System must have an Internet Safety Policy that reflects the following:

1. The policy must include an acknowledgment that the public library is aware of, and adheres to, the Children's Internet Protection Act (CIPA), https://www.fcc.gov/consumers/guides/childrens-internet-protection-act, which in part states:

   Libraries subject to CIPA are required to adopt and implement an Internet safety policy addressing:
   a. Access by minors to inappropriate matter on the Internet;
   b. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
   c. Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
   d. Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
   e. Measures restricting minors' access to materials harmful to them.

2. Annually, the public library's Board of Trustees must meet to discuss the library's Internet Safety Policy in an open-to-the-public Board Meeting and document the approval of the policy in the minutes of such meeting. (This is required to maintain CIPA compliance).

3. The public library's Board of Trustees must review compliance with CIPA annually and must specifically acknowledge compliance under one of the following methods:

Method of compliance (Please Select One):

1. _____ Filtering software is in use for all PCs in the library, and an Internet Usage Policy is in place, which establishes measures to restrict minors from gaining access to material that is pornographic to minors, as determined by community standards.
2. _____ The Library is not supported with federal funding.
3. _____ The Library does not offer Internet Access.

Kingsport Public Library & Archives

Library Name Date

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Close the Public Library Commission Fund

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-234-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	Christy Bemrich
First Reading:	N/A	Presentation By:	Travis Bishop

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
In 2018, the City established the Library Governing Board Fund to comply with changes to Tennessee law governing public libraries. Prior to that time, the Public Library Commission Fund had been used to account for restricted donations received by the library. Because the Library Governing Board Fund now serves the same purpose, maintaining both funds is duplicative. It is recommended that the Public Library Commission Fund be closed and its remaining balance transferred to the Library Governing Board Fund, where the funds will continue to be accounted for and used in accordance with all applicable donor restrictions.

If approved, this fund will be closed in accordance with applicable state law, the City Charter, and the City's financial policies. The resolution authorizes the City Recorder to make all necessary accounting entries to effectuate the closure of the Fund in the City's financial records and to reflect such action in the City's annual financial statements.

Attachments:
1. Resolution

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION CLOSING THE PUBLIC LIBRARY COMMISSION FUND AND PROVIDING FOR THE DISPOSITION OF REMAINING ASSETS AND LIABILITIES

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee (the "City"), previously established the Public Library Commission Fund (the "Fund") for the purpose of accounting and reporting contributions from patrons, civic organizations, private corporations, and other supporters; and

WHEREAS, the purpose for which the Fund was established is being concurrently fulfilled by the existing Library Governing Board Fund and is no longer necessary; and

WHEREAS, the City desires to formally close the Public Library Commission Fund in accordance with applicable provisions of the Tennessee Code Annotated, the City Charter, and the City's adopted financial policies; and

WHEREAS, the City's City Recorder has reviewed the status of the Fund and recommends its closure.

Now, therefore,

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

SECTION I. The Public Library Commission Fund is hereby closed effective June 30, 2026.

SECTION II. The City Recorder is authorized and directed to ensure that all outstanding liabilities and obligations of the Fund are paid in full prior to final closure.

SECTION III. Any remaining cash balance in the Fund, after payment of all obligations, shall be transferred as follows: The entire remaining balance will be transferred to the Library Governing Board Fund. If any funds are restricted by state law, grant agreement, or other legal requirement, such funds shall be transferred only in accordance with those restrictions.

SECTION IV. The City Recorder is authorized to make all necessary accounting entries to effectuate the closure of the Fund in the City's financial records and to reflect such action in the City's annual financial statements.

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

ADOPTED this the 21st day of July, 2026.

_____

PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Renew the City's Policy of Liability Coverage with Public Entity Partners

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-217-2026	Final Adoption:	July 21, 2026
Work Session:	July 20, 2026	Staff Work By:	K Hodgson
First Reading:	N/A	Presentation By:	B Rowlett

Strategic Focus Area: Efficient and Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
This resolution approves a renewal with Public Entity Partners (PEP) for liability coverage and risk management services for fiscal year 2027 at the premium rate of $401,592.00 with a self-insured retention of $600,000.00. The self-insured retention is the dollar amount the city must pay before PEP's obligation to provide coverage is triggered.

For many years, the city has used PEP to provide coverage for general liability, errors or omissions liability, law enforcement liability, automobile liability, and automobile physical damage. The city would like to renew the policy again for 07/01/2026 through 07/01/2027. The total premium for this policy is $401,592.00 as compared to $333,851.00 for fiscal year 2026.

Funding is available in the Risk Management Operation Budget.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF THE GENERAL LIABILITY, PERSONAL INJURY LIABILITY, ERRORS OR OMISSIONS LIABILITY, AUTOMOBILE LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE POLICY WITH PUBLIC ENTITY PARTNERS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE POLICIES

WHEREAS, the city has used Public Entity Partners (PEP) as the company for its general liability, personal injury liability, errors or omissions liability, automobile liability and automobile physical damage policies; and

WHEREAS, the city would like to renew the policy again for fiscal year 2027; and

WHEREAS, the total premium for the policy is $401,592.00 for the year with a self insured retention amount of $600,000; and

WHEREAS, funding is available in the Risk Management Operation Budget

Now therefore,

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

SECTION I. That the policy renewal with PEP for the general liability, personal injury liability, errors or omissions liability, automobile liability and automobile physical damage policies, 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 policy renewal with PEP for the general liability, personal injury liability, errors or omissions liability, automobile liability and automobile physical damage policies, to deliver the documents and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the documents, 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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration to Reappoint Chris McCartt to the Tri-Cities Airport Authority

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-230-2026
Work Session: July 20, 2026
First Reading: N/A

Final Adoption: July 21, 2026
Staff Work By: Staff
Presentation By: Mayor Montgomery

Strategic Focus Area: Efficient & Responsive Government

Recommendation:
Approve the Appointment

Executive Summary:
It is recommended to reappoint Chris McCartt to the Tri-Cities Airport Authority to a five-year term as reflected in 114th General Assembly (2025-2026) SB 2473.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The board is comprised of nine members, of which one is a representative of the City of Kingsport.

Current Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Chris McCartt	6/30/28	1	Resident

Recommended Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Chris McCartt	6/30/31	1	KPT Representative

Attachments:
Supplemental Information

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

Legislation

114th General Assembly (2025-2026)

SB 2473

by *Bailey

(HB 2507) BY *SEXTON

Regional Authorities and Special Districts - As enacted, vacates the present board of commissioners of each existing authority for metropolitan and regional airports, and reconstitute a new governing body; makes related changes. - Amends TCA Title 4; Title 7 and Title 42.

SB2473 has been assigned Public Chapter Number 978 by the Secretary of State.

Summary

FISCAL SUMMARY

NOT SIGNIFICANT

BILL SUMMARY

ON APRIL 13, 2026, THE SENATE ADOPTED AMENDMENT #1 AND PASSED SENATE BILL 2473, AS AMENDED.

AMENDMENT #1 rewrites the bill to, instead, vacate the present board of commissioners of each existing authority for metropolitan and regional airports, and reconstitute a new governing body.

METROPOLITAN AIRPORT AUTHORITIES

The amendment provides that the new governing body, a board of commissioners, will consist of nine persons appointed as follows:

(1) Two persons to be appointed by the speaker of the house of representatives, one of whom is a resident of the county in which the airport is located and one of whom is a resident of a county in the region surrounding the airport.

(2) Two persons to be appointed by the speaker of the senate, one of whom is a resident of the county in which the airport is located and one of whom is a resident of a county in the region surrounding the airport.

(3) Two persons to be appointed by the governor, both of whom are residents of a county in the region surrounding the airport.

(4) Except as provided below, three persons appointed by the executive officer of the creating municipality and approved by its governing body, all of whom are residents of the creating municipality.

The amendment provides that if there is one participating municipality, then one person appointed pursuant to (4) must be from a list of qualified nominees submitted by the executive officer of that participating municipality. If there are two or more participating municipalities, then up to two persons appointed pursuant to (4) must be from lists of qualified nominees submitted by each of the executive officers of the participating municipalities.

This amendment requires that persons appointed to the board must meet the following criteria:

- Have no financial interest in an airport or its concessions at the time of the commissioner's appointment and during the commissioner's tenure on the board.
- Not be an officer or employee of the creating municipality or participating municipality.

This amendment provides that in order to stagger the terms of the newly appointed board, initial appointments are made as follows:

- Commissioners appointed under (3) serve initial two-year terms.
- Commissioners appointed under (1) serve initial three-year terms.
- Commissioners appointed under (2) serve initial four-year terms.
- Commissioners appointed under (4) serve initial five-year terms.

The amendment provides that following the expiration of a commissioner's initial term, all terms are four years, to begin on July 1 and terminate on June 30, four years thereafter. The beginning of an initial term is deemed to be July 1 of the calendar year in which the appointment occurs, regardless of whether the actual appointment date occurs before or after July 1 of that year.

This amendment requires in making the appointments to the board, the appointing authorities to strive to ensure that the membership is representative of the geographic and demographic composition of this state or the creating municipality and at least one commissioner is a female. In addition, in making the appointments to the board, the appointing authorities must ensure that each commissioner is generally a person of excellent character and reputation and a person in good standing and reputation in any one of the following fields:

- Engineering or architecture, with a license to practice in the state and an active practice in such profession for the preceding five years.
- Law, with a license to practice before the highest court in this state for a period of not less than five years.
- Industry, business, or commerce.
- Public safety.
- Aviation.
- Finance.

This amendment authorizes a commissioner to:

- Serve in such capacity until the expiration of the term to which the commissioner was appointed and until the commissioner's successor is duly appointed and qualified.
- Be removed by the commissioner's appointing authority with or without cause. A vacancy created by the removal of a commissioner is filled by the appointing authority in the same manner as the original appointment.

This amendment requires that in addition to the reporting requirements under present law, the authority is to submit quarterly reports or briefings of the activities, plans, and conditions of the authority, and any proposals for capital expansion or improvements to members of the governing body of the creating municipality, the governor, the speaker of the house of representatives, and the speaker of the senate prior to the expansion or improvements. The authority must maintain its books and prepare its financial statements in a timely manner satisfactory to the state and pay the state for all costs the state incurs in reviewing and auditing the authority's finances.

This amendment requires the board to elect from among its members a chair, vice chair, and secretary, each of whom must continue to be voting members, and adopt its own bylaws and rules of procedure. A majority of the commissioners constitutes a quorum for the transaction of business. Except as expressly otherwise specified, all powers granted to an authority must be exercised by the board.

This amendment provides that commissioners do not receive a salary but must be reimbursed for necessary expenses incurred in the performance of their official duties.

REGIONAL AIRPORT AUTHORITIES

This amendment removes present law that provides that in addition to the procedures set forth in present law, when three or more municipalities and counties and at least one political subdivision of another state jointly create and participate in a regional airport commission, then all such municipalities, counties, and the political subdivisions of another state who have participated in such regional airport commission, may, by resolution of each, create a public body, corporate and politic, to be known as a regional airport authority, which must be authorized to exercise its functions upon the issuance by the secretary of state of a certificate of incorporation. The governing body of each participating municipality and the governing body of each participating county and the governing body of each political subdivision of another state

Item XI20.

must, pursuant to its resolution, appoint the same number of persons as commissioners of the authority as existed in the regional airport commission. Such number of commissioners must be specified in the certificate of incorporation.

This amendment provides that notwithstanding to the contrary, the governing body of an existing regional airport authority created pursuant the present law described above is vacated and reconstituted as described below.

This amendment creates the governing body of a regional airport authority, a board of commissioners, which consists of 12 persons appointed as follows:

(1) Two persons to be appointed by the speaker of the house of representatives, one of whom is a resident of a participating political subdivision of another state, and one of whom is a resident of the participating county in which the airport is located.

(2) Two persons to be appointed by the speaker of the senate, one of whom is a resident of a participating municipality located in the county in which the airport is located and that does not border the participating political subdivision of another state, and one of whom is a resident of the participating municipality located in the county in which the airport is not located.

(3) Three persons to be appointed by the governor, two of whom are residents of a participating county in which the airport is not located, and one of whom is a resident of a participating municipality located in a county in which the airport is not located.

(4) One person appointed by the executive officer of the participating county in which the airport is located and approved by its governing body.

(5) One person appointed by the executive officer of the participating municipality located in the county in which the airport is located and that does not border a participating political subdivision of another state and approved by its governing body.

(6) One person appointed by the executive officer of a participating municipality located in the county in which the airport is located and that borders a participating political subdivision of another state and approved by its governing body.

(7) One person appointed by the executive officer of a participating county in which the airport is not located and approved by its governing body.

(8) One person appointed by the executive officer of a participating municipality located in the county in which the airport is not located and approved by its governing body.

This amendment requires persons appointed to the board to have no financial interest in an airport or its concessions at the time of the commissioner's appointment and during the commissioner's tenure on the board.

This amendment provides that in order to stagger the terms of the newly appointed board, initial appointments are made as follows:

- Commissioners appointed under (3) serve initial two-year terms.
- Commissioners appointed under (1) serve initial three-year terms.
- Commissioners appointed under (2) ser[Item XI20.]ur-year terms.

- Commissioners appointed under (4)-(8) serve initial five-year terms.

This amendment provides that following the expiration of a commissioner's initial term, all terms are four years, to begin on July 1 and terminate on June 30, four years thereafter. The beginning of an initial term is deemed to be July 1 of the calendar year in which the appointment occurs, regardless of whether the actual appointment date occurs before or after July 1 of that year.

This amendment requires in making the appointments to the board, the appointing authorities to strive to ensure that the membership is representative of the geographic and demographic composition of this state, the participating municipalities and counties of this state, or the political subdivisions of another state, and that at least one commissioner is a female. In addition, in making the appointments to the board, the appointing authorities must ensure that each commissioner is generally a person of excellent character and reputation. It is the legislative intent that each commissioner be a person in good standing and reputation in any one of the following fields:

- Engineering or architecture, with a license to practice in the state and an active practice in such profession for the preceding five years.
- Law, with a license to practice before the highest court in this state for a period of not less than five years.
- Industry, business, or commerce.
- Public safety.
- Aviation.
- Finance.

This amendment authorizes a commissioner to:

- Serve in such capacity until the expiration of the term to which the commissioner was appointed and until the commissioner's successor is duly appointed and qualified.
- Be removed by the commissioner's appointing authority with or without cause. A vacancy created by the removal of a commissioner is filled by the appointing authority in the same manner as the original appointment.

This amendment requires the authority to submit quarterly reports or briefings of the activities, plans, and conditions of the authority, and any proposals for capital expansion or improvements to members of the legislative body of each participating municipality and county of this state and political subdivision of another state, the governor, the speaker of the house of representatives, and the speaker of the senate prior to the expansion or improvements. The authority must maintain its books and prepare its financial statements in a timely manner satisfactory to the state and pay the state for all costs the state incurs in reviewing and auditing the authority's finances.

This amendment subjects the authority to all other provisions of present law to the extent otherwise applicable, except as provided by this bill.

This amendment clarifies within the present law pertaining to the airport authority's general power for motor vehicle traffic regulations that any authority that is operated by a board of commissioners whose membership includes five or more local governments has the power to promulgate, adopt, and enforce such motor vehicle traffic regulations for airport authority property as may be necessary to provide for the public safety.

This amendment provides that for purposes of appointing commissioners to the new airport authority boards, this bill takes effect upon becoming a law. For all other purposes, including the vacation and reconstitution of any board, this bill takes effect July 1, 2026.

ON APRIL 20, 2026, THE HOUSE SUBSTITUTED SENATE BILL 2473, ADOPTED AMENDMENT #2, AND PASSED SENATE BILL 2473, AS AMENDED.

AMENDMENT #2 revises the provisions that require, in making the appointments to the boards described in the bill, the appointing authorities to ensure that each commissioner is a person in good standing and reputation in one of certain fields by requiring one such field to be engineering, instead of engineering or architecture, and requiring another such field to be industry or commerce, instead of industry, business, or commerce.

ON APRIL 22, 2026, THE SENATE NON-CONCURRED IN HOUSE AMENDMENT #2.

ON APRIL 23, 2026, THE HOUSE RECONSIDERED ITS PREVIOUS ACTIONS, WITHDREW HOUSE AMENDMENT #2, AND PASSED SENATE BILL 2473.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration to Appoint Samantha Johnson to the Kingsport Public Library Commission

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-233-2026
Work Session: July 20, 2026
First Reading: N/A

Final Adoption: July 21, 2026
Staff Work By: Stephanie Griffin
Presentation By: Mayor Montgomery

Strategic Focus Area: Efficient & Responsive Government

Recommendation:
Approve the Appointment

Executive Summary:
It is recommended to appoint Samantha Johnson to the Kingsport Public Library Commission.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of seven members who are residents of the City of Kingsport. Terms are three years with allowance of two consecutive terms and may be reappointed after a minimum three-year break in service.

Current Commission:

Member	Term Expires	No. of Terms	Eligibility
John Deats	10/31/26	Fulfilling Unexpired Term	KPT Resident
Megan Herrschaft	10/31/28	Fulfilling Unexpired Term	KPT Resident
Angie Hyche	10/31/27	1	KPT Resident
Trey Darnel	10/31/26	Fulfilling Unexpired Term	KPT Resident
Joe Ewing	10/31/28	2	KPT Resident
Mickey Shull	10/31/27	2	KPT Resident
Mercedes Brown	10/31/26	1	KPT Resident

Recommended Commission:

Member	Term Expires	No. of Terms	Eligibility
Samantha Johnson	10/31/26	Fulfilling Unexpired Term	KPT Resident
Megan Herrschaft	10/31/28	Fulfilling Unexpired Term	KPT Resident
Angie Hyche	10/31/27	1	KPT Resident
Trey Darnel	10/31/26	Fulfilling Unexpired Term	KPT Resident
Joe Ewing	10/31/28	2	KPT Resident
Mickey Shull	10/31/27	2	KPT Resident
Mercedes Brown	10/31/26	1	KPT Resident

Attachments:
1. Samantha Johnson Bio

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

Dr. Samantha F. Johnson earned her Ph.D. in Experimental Psychology from East Tennessee State University in 2015. Her dissertation entitled “Investigating Barriers to Mental Health Care in Law Enforcement Officers” sought to understand why law enforcement personnel are less likely to seek mental health care even though they tend to have higher rates of stress-related mental health disorders as compared to the general population. Within the project, Johnson proposed and validated a model of barriers to mental health care which highlighted the importance of perceived stigma related to having a mental disorder. Her findings are in preparation for peer-review publication.

While completing her PhD, Johnson worked as a graduate teaching assistant. She taught courses in statistics and probability, APA writing, general psychology, and motivation and emotion. Additionally, she worked as an

adjunct instructor at Tusculum University and Northeast Community College, teaching courses in general psychology, social psychology, and developmental psychology.

Dr. Johnson is a full-time faculty member at Asheville-Buncombe Technical Community College in Asheville, NC. She has been a member of the faculty since 2015. She teaches courses in general, social, and abnormal psychology and is the lead instructor of the social psychology and abnormal psychology courses. Additionally, she offers professional development in topics relating to emotional intelligence and incorporating such skills to enhance supervisory skills and support students in the classroom.

In service to the Kingsport community, Dr. Johnson serves as an annual in-service instructor for Kingsport Police Department,

teaching mental health courses in personal wellness, emotional development, and deescalation during mental health crises.

Her current research interests include social determinants of health, well-being, and health disparities, as well as stress and health-related outcomes.