



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Tuesday, July 6, 2021, 4 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman-elect Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Lisa Winkle, City Recorder/Treasurer
Dale Phipps, Police Chief
Ken Weems, Planning Manager
John Morris, Budget Director

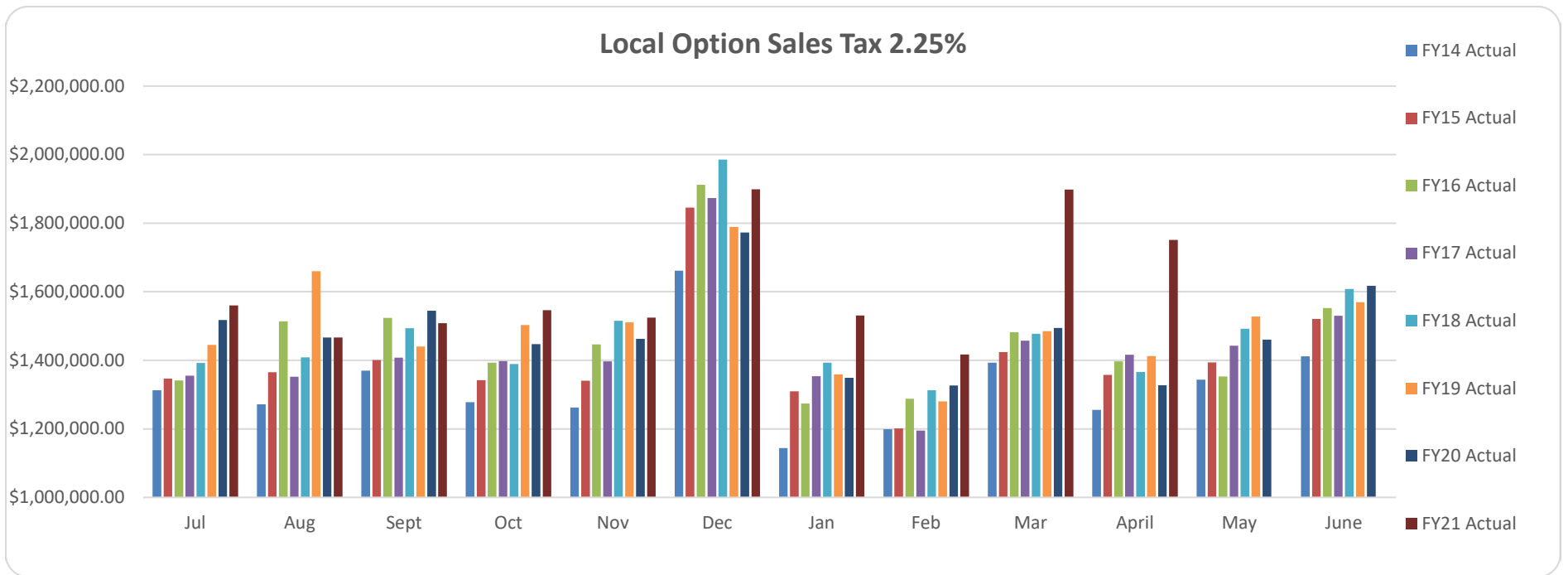
1. Call to Order
2. Roll Call
3. Economic Development Update (John Rose)
4. Development Services/Codes Enforcement Software (Michael Thompson)
5. Review of items on July 6, 2021 Business Meeting Agenda
6. Adjourn

Next Work Session, July 19, 2021

Local Option Sales Tax 2.25%

April 2021

	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY21 Budget	Over/Under FY21 Budget	% Over/Under FY21 Budget	Over/Under FY20 Actual	% Over/Under FY20 Actual
Jul	\$1,341,027.00	\$1,354,948.00	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,560,000.00	\$32.54	0.00%	\$42,323	2.79%
Aug	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.00	\$1,466,134.09	\$1,466,100.00	\$34.09	0.00%	(\$111)	-0.01%
Sept	\$1,523,474.00	\$1,407,707.00	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,508,100.00	\$22.79	0.00%	(\$36,339)	-2.35%
Oct	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,546,500.00	\$57.57	0.00%	\$99,491	6.88%
Nov	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.00	\$1,524,485.85	\$1,524,400.00	\$85.85	0.01%	\$61,988	4.24%
Dec	\$1,911,650.00	\$1,873,531.00	\$1,985,601.00	\$1,788,766.43	\$1,772,437.00	\$1,898,886.33	\$1,898,800.00	\$86.33	0.00%	\$126,449	7.13%
Jan	\$1,274,292.00	\$1,353,575.00	\$1,392,917.00	\$1,358,902.17	\$1,348,872.00	\$1,530,774.86	\$1,530,700.00	\$74.86	0.00%	\$181,903	13.49%
Feb	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,133.00	\$1,416,746.27	\$1,416,700.00	\$46.27	0.00%	\$90,613	6.83%
Mar	\$1,481,645.00	\$1,457,518.00	\$1,477,699.00	\$1,484,980.00	\$1,493,996.00	\$1,898,355.80	\$1,898,300.00	\$55.80	0.00%	\$404,360	27.07%
April	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66	\$1,750,965.28	\$1,300,000.00	\$450,965.28	34.69%	\$423,476	31.90%
May	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68		\$1,450,400.00				
June	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10		\$1,300,000.00				
Total	\$17,474,902.41	\$17,177,048.93	\$17,834,085.40	\$17,982,773.35	\$17,784,091.34	\$16,101,061.37	\$18,400,000.00	\$451,461.37	3.47%	\$1,394,152	9.80%



City of Kingsport

July 6, 2021

Project Status in Pictures

1 DBHS Legion Drive Roundabout

Crews have completed the utility relocation work, subgrade work and concrete work. Landscaping and asphalt work remain.

2 DBHS Bus Dropoff Improvements

The crews have finished the subgrade work and concrete work. Asphalt work remains.

3 DBHS Tennis Courts

Current work includes the demolition of the existing fencing and prep work for the new fencing.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$10,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Updated NEPA Reports have been filed with TDOT and open to Public comment until June 18th.
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/14/2021	By-pass plug removed April 26, placing station in service. Station is operational and in a 7-day test period, one of the last hurdles to attain Substantial Completion.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working to prepare NEPA document.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Received NEPA comments from TDOT. Consultant has addressed them and resubmitted for approval.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor preparing to test lines installed in Gibson Mill area next week.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Phase I Cultural Resources Survey Report submitted to TDOT for reviews 1/7/2021. SHPO review period is 30 days & NAC review period is 45 days.
\$746,785.00		2021 Area 35B Paving	Paving portions of Fordtown Road, Tri-City Crossing, Cox Hollow, Snapps Ferry, and Kendrick Creek roads	6/5/2021	Final markings were completed 6/19/21. Working to process final pay application.
\$461,607.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Bloomingdale Pike [95% State Funded 5%]	7/7/2021	Project is nearly complete. Several minor punch list items remain.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$369,338.00		Area 31 Contracted Paving	Milling and paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Harry Steadman Dr, Wallace Alley St, Millenium Dr, Hospitality Pl, Flagship Dr, Jericho Dr, Cracker Barrel Dr	7/31/2021	Project is complete. Final pay application being processed.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$110,000.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	8/31/2021	Bids were opened on June 29. Only one bidder and bid was double the estimate. City staff to discuss path forward.
		Area 31 Paving (in house)	Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd		Crews have completed paving on Glory Road and Rocky Branch Road. Started paving on Lynn Road.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, July 6, 2021, 7:00 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman-elect Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
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Dale Phipps, Police Chief
Scott Boyd, Fire Chief
Ken Weems, Planning Manager
John Morris, Budget Director

- I. SWEARING IN OF ELECTED BOARD MEMBER OFFICIALS – Judge Robert Montgomery**
 - Colette George as Alderman
 - Betsy Cooper as Alderman
 - Paul W. Montgomery as Alderman
 - Patrick W. Shull as Mayor

- II.A. CALL TO ORDER**

- II.B. PLEDGE OF ALLEGIANCE TO THE FLAG – New Vision Youth**

- II.C. INVOCATION – Pastor Paul Becker, Concordia Lutheran Church**

- III. ROLL CALL**

- III.A. SELECTION OF VICE MAYOR**

IV.A. RECOGNITIONS & PRESENTATIONS

1. Top 10 Academic Graduates in the Dobyns-Bennett High School Class of 2021 (Mayor Shull)
2. Girls' Large School State Tennis Singles Champion – Willa Rogers (Mayor Shull)

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Work Session – June 14, 2021
2. Business Meeting – June 15, 2021
3. Called Business Meeting – June 17, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Amend the Code of Ordinances Chapter 98, Section 238 (AF:211-2021) (Chief Phipps)
 - Ordinance – First Reading
2. Appropriation of Funds from the Tennessee Arts Commission for the Partnership Support Annual Grant (AF:215-2021) (Michael Borders)
 - Ordinance – First Reading
3. Budget Adjustment Ordinance for Various Funds in FY21 (AF:209-2021) (Chris McCartt)
 - Ordinance – First Reading
4. Adopting the State Equalized Property Tax Rate for FY22 (AF:210-2021) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Condemn (AF:199-2021) (Mike Billingsley)
 - Ordinance – Second Reading and Final Adoption

2. Combine Two Part Time Driver Positions into One Full Time Position (AF:202-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
3. Enter into a Materials Agreement with LandStar, LLC, Related to the West Gate Phase 2 Development and an Ordinance to Appropriate the Funds (AF:150-2021) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Extending the Award of the Bid for Dobyons-Bennett High School Cooling Tower Replacement to S.B. White (AF:200-2021) (David Frye)
 - Resolution
2. Execute a Guaranteed Energy Savings Performance Contract with Energy Systems Group, LLC (AF:140-2021) (David Frye)
 - Resolution
3. Authorize the Mayor to Sign a Loan Agreement with the State of Tennessee's Energy Efficient Schools Initiative (AF:217-2021) (David Frye)
 - Resolution
4. Amend Professional Service Agreement with LDA Engineering for the Replacement of Three Sewer Lift Stations (AF:208-2021) (Ryan McReynolds)
 - Resolution
5. Name the Dolan Branch Bridge (AF:220-2021) (Chris McCartt)
 - Resolution
6. Approve the FTAAAD Grant Amendment for 2021 and 2022 (AF:213-2021) (Shirley Buchanan)
 - Resolution
7. Accepting a Donation of Woodshop Equipment from Vernon Gary Hennon (AF:186-2021) (Michael Borders)
 - Resolution
8. Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2021-2022 Benefiting the General Welfare of Kingsport Residents (AF:188-2021) (Jessica Harmon)
 - Resolution

9. Authorizing the City Manager to Approve Certain Materials Agreements (AF:214-2021) (Jessica Harmon)
 - Resolution
10. Authorize the Mayor to Execute Various Subrecipient Agreements (AF:212-2021) (Jessica McMurray)
 - Resolution

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.

VII. CONSENT AGENDA

1. Rejecting the Bids for the Purchase of 4x4 Tractor (AF:204-2021) (Ryan McReynolds)
 - Resolution
2. Release of All Claims for Progressive Hawaii Insurance Company and Its Insured Jennifer Hite, Whitney Linkous, and Hannah Rogers for Payment for Damages to a Roadway Sign Due to a Vehicle Crash on April 26, 2020 on Orebank Road (AF:207-2021) (John Burkholder)
 - Resolution
3. Approval for Northeast State Community College to Enter into 6 Month Sub-lease Agreement with Lincoln Memorial University (AF:216-2021) (Jessica Harmon)
 - Resolution
4. Approval to Sell Real Estate in the Mable Edith Franklin Estate (AF:218-2021) (J. Michael Billingsley)
 - Resolution
5. Authorize the Sale of a Surplus Vehicle to PETWORKS (AF:219-2021) (John Morris)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors

Citizens may speak on 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.

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 14, 2021, 4:30 PM
City Hall, Boardroom, 415 Broad Street

PRESENT: Board of Mayor and Aldermen
Mayor Patrick W. Shull, Presiding
Vice-Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Interim City Recorder
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
George DeCroes, Human Resources Manager
John Morris, Budget Officer
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Interim City Recorder Winkle.
3. **WARRIORS PATH STATE PARK CONSTRUCTION UPDATE.** Robert Reedy presented this item, highlighting the updates that have been made at the campground and what it planned for the marina. He stated the Visitors Center on Duck Island is not being pursued at this time for financial reasons. There was some discussion.
4. **REVIEW OF AGENDA ITEMS ON THE JUNE 15, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

IV.B.5 Reappointment/Appointment to the Kingsport Public Library Commission (AF: 192-2021). Mayor Shull and Alderman Cooper stated they would be abstaining from this item. City Attorney Billingsley confirmed the board could vote on the previous four items under one motion.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, June 14, 2021

VI.D.6 Agreement with Thompson & Litton for Architectural & Engineering Services for the Re-Roofing of Dobyys-Bennett High School (AF: 184-2021) Kingsport City Schools Finance Director David Frye confirmed this covered the entire school.

VI.D.11 Amend Fee Resolution for FY22 Fees and Charges Provided for in the City Code (AF: 190-2021) Alderman Phillips commented the city's rates were comparable to other venues as far as event planning. Police Chief Phipps provided details on the changes made to Chapter 62 in response for clarification from Alderman Adler.

VII.5 Agreement with Global Traffic Technologies, LLC for Preemptive Response System (AF: 191-2021) City Manager McCartt explained there would be a one month trial period and is being used by other cities. Fire Chief Boyd provided further details regarding the specific intersections that would be utilized.

Mr. McCartt noted many offices were still in the process of moving to the new city hall. He also pointed out the next meeting in July would be a combined meeting with the work session and the business meeting on the same day.

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:14 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 15, 2021, 7:00 PM
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding	
Vice Mayor Colette George	Alderman Darrell Duncan
Alderman Jennifer Adler	Alderman Tommy Olterman
Alderman Betsy Cooper	Alderman James Phillips

City Administration

Chris McCartt, City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Deputy City Recorder
Angie Marshall, City Clerk/Deputy City Recorder

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Assistant City Attorney Bart Rowlett.
- II.B. **INVOCATION:** Alderman Duncan.
- III.A. **ROLL CALL:** By Deputy City Recorder Winkle. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 1. Keep Kingsport Beautiful Beautification Awards
 2. Employee Dependent Scholarship Awards
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**

(NOTE: Items IV.B.1 through IV.B.4 were approved under the same motion.)

1. **Reappointments to the Employee Dependent Scholarship Program**
(AF: 193-2021) (Mayor Shull).

Motion/Second: George/Adler, to approve:

REAPPOINTMENTS OF LORA BARNETT AND TERRY CUNNINGHAM TO SERVE A SECOND THREE-YEAR TERM ON THE **EMPLOYEE DEPENDENT SCHOLARSHIP PROGRAM** EFFECTIVE IMMEDIATELY AND EXPIRING ON AUGUST 1, 2024.

Passed: All present voting "aye."

2. **Appointments/Reappointments to the Historic Zoning Commission**
(AF: 194-2021) (Mayor Shull).

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, June 15, 2021

Motion/Second: George/Adler, to approve:

APPOINTMENT OF BRAD BLACKWELL AND CHIP MILLICAN TO SERVE A FIVE-YEAR TERM AND REAPPOINTMENT OF JACK EDWARDS AND JEWELL MCKINNEY TO SERVE ANOTHER FIVE-YEAR TERM ON THE **HISTORIC ZONING COMMISSION**. ALL APPOINTMENTS/REAPPOINTMENTS ARE EFFECTIVE JULY 1, 2021 AND EXPIRE ON JUNE 30, 2026.

Passed: All present voting "aye."

3. Reappointments to the Tree Advisory Board (AF: 195-2021) (Mayor Shull).

Motion/Second: George/Adler, to approve:

REAPPOINTMENT OF COLE LUSK, STEVE BINGHAM, JAMES BABB AND CHRISTINE BARGER TO SERVE ANOTHER TWO-YEAR TERM ON THE **TREE ADVISORY BOARD** EFFECTIVE AUGUST 1, 2021 AND EXPIRING ON JULY 31, 2023.

Passed: All present voting "aye."

4. Reappointment to the Beverage Board (AF: 196-2021) (Mayor Shull).

Motion/Second: George/Adler, to approve:

REAPPOINTMENT OF LONNIE SALYER TO SERVE ANOTHER THREE-YEAR TERM ON THE **BEVERAGE BOARD** EFFECTIVE JULY 1, 2021 AND EXPIRING ON JUNE 30, 2024.

Passed: All present voting "aye."

5. Reappointment/Appointment to the Kingsport Public Library Commission (AF: 192-2021) (Mayor Shull).

Motion/Second: Olterman/Phillips, to approve REAPPOINTMENT OF ALDERMAN BETSY COOPER AND APPOINTMENT OF JAMES M. SHULL TO SERVE THREE-YEAR TERMS ON THE **KINGSPORT PUBLIC LIBRARY COMMISSION** EFFECTIVE JUNE 1, 2021 AND EXPIRING ON MAY 31, 2024.

Passed: All present voting "aye" with Cooper and Shull "abstaining."

V. APPROVAL OF MINUTES.

Motion/Second: Duncan/Cooper, to approve minutes for the following meetings:

- A. June 1, 2021 Regular Work Session
- B. June 1, 2021 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

- A. **PUBLIC HEARINGS.** None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

PUBLIC COMMENT. Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Adopt FY21-22 Schools Special Projects Grant Fund Budget
(AF: 179-2021) (Chris McCart/David Frye).

Motion/Second: Adler/Olterman, to pass:

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

2. Ordinance to Condemn (AF: 199-2021) (Mike Billingsley).

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

3. Combine Two Part-Time Driver Positions into One Full-Time Position (AF: 202-2021) (Chris McCart).

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY ADDING A BUS/VAN DRIVER POSITION FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

4. Enter into a Materials Agreement with LandStar, LLC Related to the West Gate Phase 2 Development and an Ordinance to Appropriate the Funds
(AF: 150-2021) (Ryan McReynolds).

Motion/Second: Olterman/George, to pass:

Resolution No. 2021-247, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH LANDSTAR, LLC, RELATED TO WEST GATE PHASE 2 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE WEST GATE PHASE 2 MATERIALS AGREEMENT PROJECTS (WA2154 AND SW2154); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning of Tax Map 78, a Portion of Parcels 44 and 46 Located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District) (AF: 19-2021) (Ken Weems).

Motion/Second: George/Adler, to pass:

ORDINANCE NO. 6940, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG GLORY ROAD AND ROCKY BRANCH ROAD FROM R-1B, RESIDENTIAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 7TH 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 in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

2. Adopt the FY21-22 Budget (AF: 173-2021) (Chris McCartt).

Motion/Second: Adler/George, to pass:

ORDINANCE NO. 6941, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

3. Adopt the FY21-22 Water Fund Budget (AF: 174-2021) (Ryan McReynolds)

Motion/Second: Duncan/Phillips, to pass:

ORDINANCE NO. 6942, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

4. Adopt the FY21-22 Sewer Fund Budget (AF: 175-2021) (Ryan McReynolds)

Motion/Second: Olterman/George, to pass:

ORDINANCE NO. 6943, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

5. Amend FY21 General Purpose School Fund and General Project Fund Budgets (AF: 170-2021) (David Frye)

Motion/Second: Phillips/George, to pass:

ORDINANCE NO. 6944, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

6. Amend FY21 School Special Projects Fund Budget (AF: 171-2021) (David Frye)

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6945, AN ORDINANCE TO AMEND THE FY 2021 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

7. Adopt FY21-22 Metropolitan Planning Project Grant Fund Budget (AF: 176-2021) (Chris McCartt)

Motion/Second: Cooper/Adler, to pass:

ORDINANCE NO. 6946, AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

8. Adopt FY21-22 Community Development Block Grant Fund Budget (AF: 177-2021) (Chris McCartt)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

Motion/Second: Phillips/George, to pass:

ORDINANCE NO. 6947, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

9. Adopt FY21-22 School Public Law 93-380 Grant Project Fund Budget (AF: 178-2021) (Chris McCartt/David Frye)

Motion/Second: Adler/Phillips, to pass:

ORDINANCE NO. 6948, AN ORDINANCE TO ESTABLISH PL 93-380 GRANT PROJECT FUND FOR THE PL 93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

10. Budget Adjustment for Stormwater Project Fund in FY21 (AF: 180-2021) (Chris McCartt)

Motion/Second: George/Olterman, to pass:

ORDINANCE NO. 6949, AN ORDINANCE TO AMEND THE STORMWATER PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

D. OTHER BUSINESS.

1. Extend Bid Award for School Nutrition Services Chicken Commodity Processing to Gold Creek Foods & Tyson for FY22 (AF: 167-2021) (David Frye).

Motion/Second: Phillips/Duncan, to pass:

Resolution No. 2021-248, A RESOLUTION RENEWING THE AWARD OF BID FOR SCHOOL NUTRITION COMMODITY CHICKEN PROCESSING TO TYSON AND GOLD CREEK FOODS AND AUTHORIZING THE MAYOR TO SIGN AGREEMENTS FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

2. Extend Bid Award for School Nutrition Services Grocery and Beverage Items to Gordon Food Services for FY22 (AF: 166-2021) (David Frye)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

Motion/Second: George/Adler, to pass:

Resolution No. 2021-249, A RESOLUTION EXTENDING THE AWARD OF BID FOR SCHOOL NUTRITION GROCERY AND BEVERAGE ITEMS TO GORDON FOOD SERVICE 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. Extend Bid Award for School Nutrition Services Produce Items to Crook Brothers for FY22 (AF: 183-2021) (David Frye).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2021-250, A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH CROOK BROTHERS FOR PRODUCE ITEMS FOR USE BY KINGSFORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

4. Dozer Rental for Landfill (AF: 185-2021) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-251, A RESOLUTION AWARDED THE BID FOR THE RENTAL OF A D6 DOZER TO STOWERS MACHINERY CORPORATION TO. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RENTAL AGREEMENT FOR THE SAME

Passed: All present voting "aye."

5. Issue a Blanket Order to Tennessee Book Company for FY22 Textbook Purchases (AF: 168-2021) (David Frye).

Motion/Second: Adler/Phillips, to pass:

Resolution No. 2021-252, A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT TEXTBOOKS BY THE KINGSFORT CITY SCHOOL SYSTEM FOR FISCAL YEAR 2022 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

6. Agreement with Thompson & Litton for Architectural & Engineering Services for the Re-Roofing of Dobyns-Bennett High School (AF: 184-2021) (David Frye).

Motion/Second: George/Cooper, to pass:

Resolution No. 2021-253, A RESOLUTION APPROVING AN AGREEMENT WITH THOMPSON & LITTON FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RE-ROOFING OF DOBYNS-BENNETT HIGH SCHOOL AND AUTHORIZING THE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed: All present voting "aye."

**7. Amendment to Permanent Easement Agreement for
MeadowView Convention Center (AF: 197-2021) (Michael Borders).**

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2021-254, A RESOLUTION APPROVING AN AMENDMENT TO THE
PERMANENT EASEMENT AGREEMENT WITH KINGSFORT HOTEL, LLC AND
AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT
TO THE EASEMENT AGREEMENT

Passed: All present voting "aye."

**8. Utility Relocation Contract(s) for Main Street Redevelopment
Project (AF: 201-2021) (Ryan McReynolds).**

Motion/Second: Phillips/Adler, to pass:

Resolution No. 2021-255, A RESOLUTION APPROVING UTILITY RELOCATION
CONTRACTS WITH CENTURYLINK AND CHARTER COMMUNICATIONS, INC. FOR
THE MAIN STREET REDEVELOPMENT PROJECT AND AUTHORIZING THE MAYOR
TO EXECUTE THE CONTRACTS AND ALL OTHER DOCUMENTS NECESSARY AND
PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACTS

Passed: All present voting "aye."

**9. Release of All Claims for Cherokee Insurance Company and Its
Insured, Danny Herman Trucking and David Smith, for Payment for Damages to
City Fire Station 6 Due to a Vehicle Crash on November 11, 2020 on Fort Henry
Drive (AF: 198-2021) (Mike Billingsley).**

Motion/Second: Duncan/Adler, to pass:

Resolution No. 2021-256, A RESOLUTION APPROVING A PROPERTY DAMAGE
RELEASE FROM CHEROKEE INSURANCE COMPANY FOR PROPERTY DAMAGE TO
KINGSFORT FIRE STATION 6 ON FORT HENRY DRIVE AND AUTHORIZING THE
MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY
AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting "aye."

**10. Authorization for City Recorder to Reconcile and Adjust
Uncollectible Property Tax for Tax Year 2010 (AF: 159-2021) (Joe May).**

Motion/Second: George/Phillips, to pass:

Resolution No. 2021-257, A RESOLUTION AUTHORIZING THE CITY RECORDER TO
RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

YEAR 2021 FOR THE TAX YEAR 2010 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

Passed: All present voting "aye."

11. Amend Fee Resolution for FY22 Fees and Charges Provided for in the City Code (AF: 190-2021) (Chris McCartt).

Motion/Second: George/Adler, to pass:

Resolution No. 2021-258, A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSFORT CODE OF ORDINANCES

Passed: All present voting "aye."

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

1. Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 189-2021) (Ryan McReynolds).

Motion/Second: George/Phillips, to adopt:

Resolution No. 2021-259, A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2021; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

2. Extend Approval for Northeast State Community College to Enter into Sublease Agreements with Participating Institutions (AF: 187-2021) (Jessica Harmon).

Motion/Second: George/Phillips, to adopt:

Resolution No. 2021-260, A RESOLUTION APPROVING AGREEMENTS WITH EAST TENNESSEE STATE UNIVERSITY AND LINCOLN MEMORIAL UNIVERSITY PROVIDING CLASSES AT THE KINGSFORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITIES BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

3. Grant for \$25,907 from the Department of Justice FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF: 181-2021) (Chief Phipps).

Motion/Second: George/Phillips, to adopt:

Resolution No. 2021-261, A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2021 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

4. Execute Signatory Authority Form Allowing Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY21 (AF: 203-2021) (Chief Phipps).

Motion/Second: George/Phillips, to adopt:

Resolution No. 2021-262, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER TO THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE RECEIPT OF GRANT FUNDS

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

5. Agreement with Global Traffic Technologies, LLC for Preemptive Response System (AF: 191-2021) (Ryan McReynolds).

Motion/Second: George/Phillips, to adopt:

Resolution No. 2021-263, A RESOLUTION APPROVING A TRIAL AGREEMENT WITH GLOBAL TRAFFIC TECHNOLOGIES, LLC FOR THE TEMPORARY INSTALLATION OF EQUIPMENT TO STUDY EMERGENCY VEHICLE RESPONSE TIMES AND THE IMPACT OF TRAFFIC SIGNAL PREEMPTION ON RESPONSE TIMES, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 15, 2021**

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt commented on the passing of Reggie Martin and how instrumental he was with the carousel project, as well as with Engage Kingsport. He stated there were multiple vacancies in the city and to check the website for further information. He also mentioned the many events that were coming up, including Juneteenth, Jeepfest as well as the 4th of July parade, concert and fireworks. Lastly, the City Manager recognized Alderman Adler for her service over the last four years, stating his appreciation for her focus on health and wellness, the Miracle Field and the Neighborhood Commission.

B. MAYOR AND BOARD MEMBERS. Alderman Phillips pointed out Kingsport has lost many influential and passionate citizens over the last few months and most recently Reggie Martin. He congratulated staff on the budget, pointing out no tax raises and the ability to fund programs. Lastly he stated he would miss Alderman Adler, noting he has learned a lot from her over the last two years. Alderman Duncan stated he appreciated Alderman Adler's service to the community over the last four years. He mentioned the Patriotic Tribute running three weekends at Lamplight Theatre and noted the Downtown Concert series started on July 3rd. Alderman Duncan also encouraged citizens to participate in the Garden Series sponsored by Keep Kingsport Beautiful. Alderman Cooper noted Juneteenth events began on Friday and closed on Sunday. She also provided details on the Isaiah 1:17 house, noting there is still a need for support. She also wished Alderman Adler well. Vice-Mayor George reminded everyone that Sunday was Father's Day. She also stated the death of Reggie Martin is a real loss to the community, noting the carousel wouldn't be here without him. She thanked Alderman Adler for her service and out of the box thinking. Mayor Shull pointed out tonight was the end of the current board, one of the most consequential in history, mentioning the changes to the hospital and the pandemic. He thanked Alderman Adler, noting she has a bright future ahead. Alderman Adler discussed the significance of places and how they relate to memories. She thanked the staff, the BMA, the business community and non-profits, her family and friends and the citizens of Kingsport.

C. VISITORS. Mr. Dennis Wise commented on recycling.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:32 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Thursday, June 17, 2021, 12:00 Noon
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Tommy Olterman

City Administration

Chris McCartt, City Manager
J. Michael Billingsley, City Attorney
Angie Marshall, City Clerk/Deputy City Recorder

- I. **CALL TO ORDER:** 12:00 Noon by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG**
- II.B. **INVOCATION:** Alderman Jennifer Adler
- III. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman James Phillips.
- IV. **BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

1. **Consideration of an Ordinance to Adopt the FY21-22 Schools Special Projects Grant Fund Budget (AF: 179-2021) (Chris McCartt).**

Motion/Second: George/Olterman, to pass:

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, and Shull voting "aye."

IV. **ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 12:04 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend the Code of Ordinances Chapter 98, Section 238

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

Action Form No.:	AF-211-2021	Final Adoption:	July 20, 2021
Work Session:	July 6, 2021	Staff Work By:	Phipps/Rowlett
First Reading:	July 6, 2021	Presentation By:	Chief Phipps

Recommendation:
 Approve the Ordinance

Executive Summary:

Vehicle and pedestrian safety are of the utmost concern to any form of government, to include vehicle and pedestrian safety within defined city owned or controlled parking areas. It is also incumbent upon a city to establish ordinances pursuant to which the safety of its citizens can be positively affected. Vehicle accidents and near misses with pedestrians occur more frequently than desired or reported. This ordinance will allow the City Manager to specify uses, erect signage prohibiting particular uses or activities of city owned or controlled parking areas and designate hours of accessibility to the public of city owned parking facilities. Any uses not specified or that are otherwise prohibited will constitute a violation of this ordinance.

Attachments:
 1. Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE IV, REGARDING AUTHORIZED USES OF CITY OWNED PARKING FACILITIES; FIXING THE PENALTY FOR A 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 Code of Ordinances, City of Kingsport Tennessee Article IV, Chapter 98 is hereby amended by adding Section 238 to read as follows:

- (a) City owned or controlled parking areas shall be limited to those uses specified by the city manager to include but not limited to temporary parking for motorcycle, car, light van, and light trucks.
- (b) The city manager shall have the authority to cause signage to be installed which may prohibit particular uses or activities from city owned or controlled parking areas.
- (c) The city manager shall have the authority to cause signage to be installed which designates those hours city owned or controlled parking facilities are accessible by the public.
- (d) Any uses not specified or that are otherwise prohibited as set forth herein shall constitute a violation of this section and the violator subject to a fine not to exceed \$50.00.

SECTION II. That all ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Appropriation of Funds from the Tennessee Arts Commission for the Partnership Support Annual Grant

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

Action Form No.: AF-215-2021
Work Session: July 6, 2021
First Reading: July 6, 2021

Final Adoption: July 20, 2021
Staff Work By: Hannah Powell
Presentation By: M. Borders

Recommendation:

Approve the Ordinance

Executive Summary:

Appropriates \$13,000 from the Tennessee Arts Commission for the annual TN Creative Partnership Support Grant project (NC2117). The City of Kingsport is required to match this grant with \$7,000 of Cultural Arts operating expenses. Matching funds will be transferred from 110-4505-471-20.20. These funds help support art programs such as murals, sculpture walk, art classes, and Iron Pour. Application and reception of grant was approved January 12, 2021 (AF-13-2021).

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL PROJECTS-SPECIAL REVENUE PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$13,000 and by transferring \$7,000 in matching funds from the General Fund (110-4505-471.20-20 to 110-4804-481.70-36) to the TAC Creative Partner Grant project (NC2117).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Projects-Special Revenue Fund: 111</u>			
<u>TAC Creative Partner Grant (NC2117)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	0	13,000	13,000
111-0000-391.01-00 From General Fund	0	7,000	7,000
Totals:	0	20,000	20,000
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	10,000	10,000
111-0000-601.90-06 Purchases \$5,000 & Over	0	10,000	10,000
Totals:	0	20,000	20,000
<u>General Fund: 110</u>			
<u>Expenditures:</u>	\$	\$	\$
110-4505-471.20-20 Professional/Consultant	20,000	(7,000)	13,000
110-4804-481.70-35 To Gen Proj-Special Rev	560,980	7,000	567,980
Totals:	580,980	0	580,980

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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

The Meadowview Conference Center Fund is being amended by increasing various revenue and expense accounts to adjust the Meadowview Conference Center Fund budget. The increase is due to an increase in the Regional Sales Tax subsidy. The total adjusted increase is \$201,549.

The General Projects-Special Revenue Fund budget is being decreased by \$811,140 by eliminating the budget for the TN CARES Act project (NC2024) and by closing the Bulldozer Rental project (NC2116) and returning the \$150,000 to the General Fund. It accepts \$11,911 from the TN Historical Commission to the Downtown Project project (NC1606) and \$562 from the US Department of Justice to the Bullet Proof Best Grant project (NC1904). It also transfers \$1,666 from the Downtown Project (NC1606), \$250 from the Heritage Trail project (NC1708), \$150 from the Mowing project (NC1709), \$2,813 from the Community Services Admin project (NC1812), \$376 from the Fifty Forward Grant project (NC1901), \$296 from the Fifty Forward Lynn View project (NC2016), and \$49,021 from the General Projects project (NC2100) to the Bullet Proof Vest Grant project (NC1904) in the amount of \$564, to the Street Resurfacing project (NC2000) in the amount of \$51,839, to the Creative Placemaking project (NC2010) in the amount of \$1,497, and to the Fifty Forward Senior Center project (NC2017) in the amount of \$672. Close NC1708, NC1709, NC1812, NC1901, NC1904, NC2000, NC2010, NC2016, NC2024, NC2116.

The General Projects Fund is being amended by creating the Sullivan Street Paving project (GP2113) in the amount of \$500,000, and by transferring \$388 from the Rolling Hills Drive project (GP1721), \$2,686 from the KPT Enhancement project (GP1824), \$1,220 from the Parks Rec ADA project (GP1831), \$8,657 from the AEP Sidewalk Improvement project (GP2015), \$13,630 from the Kingsport Enhancement project (GP2016), and \$55,444 from the Aesthetic Improvements project (GP2017) to the Riverwalk project (GP2026) in the amount of \$314, to the Street Resurfacing project (GP1846) in the amount of \$20,295, to the Facilities Improvements project (GP1803) in the amount of \$9,329, to the Kingsport Enhancement project (GP1915) in the amount of \$43,350, to the Skate Park project (GP2105) in the amount of \$775, and to the Dement Hill Pump Track project (GP2107) in the amount of \$7,962. Close GP2026, GP1721, GP1803, GP1824, GP1831, GP1915, GP2016, GP2017.

The Water Project Fund is being amended by transferring \$18,086 from the Wtr Trmt Plt Improvements project (WA1505), \$66,827 from the Tri County Tank Replacement project (WA1705), \$19,045 from the tank Rehabilitation project (WA2000), to the Fire Protect Age Upgrade project (WA1902) in the amount of \$382, and to the WTP High Service Pump project (WA2007) in the amount of \$103,576. Close WA1505, WA1705, WA2000.

The Sewer Project Fund is being amended by transferring \$25,115 from the WWTP IMP project (SW1700), \$219 from the Kingsport South Sewer Ext project (SW1802), to the SW Pump St IMP O&M project (SW2100) in the amount of \$8,881, and to the Sewer Line Imp O&M project (SW2101) in the amount of \$16,453. Close SW1700, SW1802.

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by increasing various revenue and expense accounts to adjust the General Fund budget. The total amount of the adjusted increase is \$939,795.

SECTION II. That the State Street Aid Fund be amended by increasing the Gasoline & Motor Fuel Tax revenue line (121-0000-332.60-00) and the Construction Contracts expense line (121-4024-461.20-22) by \$46,231.

SECTION III. That the Regional Sales Tax Fund be amended by increasing various revenue and expense accounts to adjust the Regional Sales Tax Fund budget. The total adjusted increase is \$357,223.

SECTION IV. That the Debt Service Fund be amended by increasing various revenue and expense accounts to adjust the Debt Service Fund budget. The total adjusted increase is \$134,617.

SECTION V. That the Solid Waste Fund be amended by increasing various revenue and expense accounts to adjust the Solid Waste Fund budget and by appropriating \$150,000 to the Landfill New Cell Construction project (DL2000). The total adjusted increase is \$537,015.

SECTION VI. That the Meadowview Conference Center Fund be amended by increasing various revenue and expense accounts to adjust the Meadowview Conference Center Fund budget. The total adjusted increase is \$201,549.

SECTION VII. That the General Projects-Special Revenue Fund budget be decreased by \$811,140 by eliminating the budget for the TN CARES Act project (NC2024) and by closing the Bulldozer Rental project (NC2116) and returning the \$150,000 to the General Fund, and be amended by accepting \$11,911 from the TN Historical Commission to the Downtown Project project (NC1606), and by accepting \$562 from the US Department of Justice to the Bullet Proof Best Grant project (NC1904), transferring \$1,666 from the Downtown Project (NC1606), \$250 from the Heritage Trail project (NC1708), \$150 from the Mowing project (NC1709), \$2,813 from the Community Services Admin project (NC1812), \$376 from the Fifty Forward Grant project (NC1901), \$296 from the Fifty Forward Lynn View project (NC2016), and \$49,021 from the General Projects project (NC2100) to the Bullet Proof Vest Grant project (NC1904) in the amount of \$564, to the Street Resurfacing project (NC2000) in the amount of \$51,839, to the Creative Placemaking project (NC2010) in the amount of \$1,497, and to the Fifty Forward Senior Center project (NC2017) in the amount of \$672. Close NC1708, NC1709, NC1812, NC1901, NC1904, NC2000, NC2010, NC2016, NC2024, NC2116.

SECTION VIII. That the General Projects Fund be amended by creating the Sullivan Street Paving project (GP2113) in the amount of \$500,000, by transferring \$388 from the Rolling Hills Drive project (GP1721), \$2,686 from the KPT Enhancement project (GP1824), \$1,220 from the Parks Rec ADA project (GP1831), \$8,657 from the AEP Sidewalk Improvement project (GP2015), \$13,630 from the Kingsport Enhancement project (GP2016), and \$55,444 from the Aesthetic Improvements project (GP2017) to the Riverwalk project (GP2026) in the amount of \$314, to the Street Resurfacing project (GP1846) in the amount of \$20,295, to the Facilities Improvements project (GP1803) in the amount of \$9,329, to the Kingsport Enhancement project (GP1915) in the amount of \$43,350, to the Skate Park project (GP2105) in the amount of \$775, and to the Dement Hill Pump Track project (GP2107) in the amount of \$7,962. Close GP2026, GP1721, GP1803, GP1824, GP1831, GP1915, GP2016, GP2017.

SECTION IX. That the Water Project Fund be amended by transferring \$18,086 from the Wtr Trmt Plt Improvements project (WA1505), \$66,826 from the Tri County Tank Replacement project (WA1705), \$19,045 from the tank Rehabilitation project (WA2000), to the Fire Protect Age Upgrade project (WA1902) in the amount of \$382, and to the WTP High Service Pump project (WA2007) in the amount of \$103,576. Close WA1505, WA1705, WA2000.

SECTION X. That the Sewer Project Fund be amended by transferring \$25,115 from the WWTP IMP project (SW1700), \$219 from the Kingsport South Sewer Ext project (SW1802), to the SW Pump St IMP O&M project (SW2100) in the amount of \$8,881, and to the Sewer Line Imp O&M project (SW2101) in the amount of \$16,453. Close SW1700, SW1802.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
General Fund: 110			
Revenues:	\$	\$	\$
110-0000-311.10-10 Commercial	11,430,249	50,160	11,480,409
110-0000-311.10-15 Industrial	2,850,129	1,220	2,851,349
110-0000-311.10-20 Farm	106,026	366	106,392
110-0000-311.10-25 Agriculture	54,796	237	55,033
110-0000-311.10-30 Residential	14,465,000	28,781	14,493,781
110-0000-311.10-40 Forestry	14,887	0	14,887
110-0000-311.20-10 Tan Commercial	7,785,000	3,864	7,788,864
110-0000-311.30-00 Public Utilities-SA	1,260,000	14,757	1,274,757
110-0000-311.40-00 Prior Years	825,000	67,671	892,671
110-0000-311.90-00 Demo/Improvement	0	3,512	3,512
110-0000-312.10-00 KHRA-PILOT	12,000	(12,000)	0
110-0000-312.60-00 KEDB-PILOT	1,512,154	0	1,512,154
110-0000-312.90-00 Other-PILOT	26,000	(3,333)	22,667
110-0000-314.10-00 Wholesale Beer Tax	1,140,000	127,214	1,267,214
110-0000-314.20-00 Wholesale Liquor Tax	600,000	62,098	662,098
110-0000-314.30-00 Beer Privilege Tax	14,766	2,428	17,194
110-0000-314.31-00 Beer Permit Applications	3,500	770	4,270
110-0000-315.10-00 Gross Receipts Tax	1,600,000	591,104	2,191,104
110-0000-315.30-00 New License Fee	4,500	1,215	5,715
110-0000-315.40-00 Minimal Activity License	1,000	125	1,125
110-0000-315.50-00 Transient Vendor License	50	0	50

110-0000-316.10-00	Cable TV Franchise	778,000	(7,531)	770,469
110-0000-316.15-00	AEP Franchise	3,850,000	166,282	4,016,282
110-0000-316.20-00	Motel-Room Occupancy Tax	775,000	102,645	877,645
110-0000-317.10-00	Property Tax P&I	250,000	72,761	322,761
110-0000-317.12-00	Publicity & Postage	7,000	2,829	9,829
110-0000-321.10-00	Contractor Licenses	14,000	7,020	21,020
110-0000-322.10-00	Building Permits	248,500	12,082	260,582
110-0000-322.20-00	Electrical Permits	38,500	3,883	42,383
110-0000-322.30-00	Natural Gas Permits	37,500	4,248	41,748
110-0000-322.40-00	Plumbing Permits	16,500	2,275	18,775
110-0000-332.05-00	Hall Income Tax	150,000	0	150,000
110-0000-332.10-00	Sales Tax	4,800,000	464,841	5,264,841
110-0000-332.12-00	Telecommunication Sale Tx	80,000	6,193	86,193
110-0000-332.13-00	Telecom Privilege	3,000	(542)	2,458
110-0000-332.14-00	Fantasy Sports Privilege	0	18,946	18,946
110-0000-332.15-00	Beer Tax	23,000	1,274	24,274
110-0000-332.20-00	Mix Drink Tax	190,000	30,852	220,852
110-0000-332.25-00	Street & Transport	101,794	0	101,794
110-0000-332.35-00	Supplement Fireman Salary	80,000	14,400	94,400
110-0000-332.40-00	Supplement Police Salary	82,400	0	82,400
110-0000-332.45-00	In-Lieu intangible Per PR	60,000	103,885	163,885
110-0000-332.50-00	TVA In-Leau of Tax	586,091	0	586,091
110-0000-332.52-00	TVA Impact Payment	179,865	0	179,865
110-0000-332.57-00	Direct Appropriation	1,223,374	0	1,223,374
110-0000-332.58-00	Coronavirus Relief Funds	811,140	0	811,140
110-0000-332.71-00	FTDD Area Agency on Aging	32,000	30,966	62,966
110-0000-333.05-00	Sales Tax-Hawkins	1,000,000	214,805	1,214,805
110-0000-333.10-00	Sales Tax-Sullivan	17,400,000	563,437	17,963,437
110-0000-333.15-00	Cont Bays Mtn Park	15,000	9,500	24,500
110-0000-333.20-00	Cont Fire Service	187,225	(1,245)	185,980
110-0000-333.35-00	Admin-Building	100,000	0	100,000
110-0000-337.12-28	HIDTA	5,000	6,434	11,434
110-0000-341.10-14	Athletic Uniform Fee	75	0	75
110-0000-341.10-20	Allandale Rental	45,000	12,209	57,209
110-0000-341.10-50	Auditorium Receipts	25,000	7,540	32,540
110-0000-341.10-59	FunFest Softball Tourn.	1,530	435	1,965
110-0000-341.10-60	Concession Receipts	105,000	93,152	198,152
110-0000-341.10-61	Athletic Facility Rentals	28,000	4,900	32,900
110-0000-341.10-62	Athletic Programs	37,000	14,193	51,193
110-0000-341.10-63	Cultural Arts Prog	4,935	0	4,935
110-0000-341.10-64	Renaissance Set Up	3,500	363	3,863
110-0000-341.10-70	Renaissance	35,000	3,488	38,488
110-0000-341.10-80	Community Ctr Rent	15,500	10,764	26,264
110-0000-341.10-81	VO Dobbins Rent	181,600	313	181,913
110-0000-341.10-85	Comm Prog Events	3,500	36,158	39,658

110-0000-341.10-86	Lynn View Com Ctr	900	418	1,318
110-0000-341.10-88	Farmer's Market Building	4,300	8,535	12,835
110-0000-341.10-90	Other Rec Receipts	145	143	288
110-0000-341.10-95	Dog Park Fees	3,300	783	4,083
110-0000-341.10-96	Carousel Tickets	15,000	7,273	22,273
110-0000-341.10-97	Carousel Rentals	8,000	(80)	7,920
110-0000-341.20-10	Senior Center Dues	10,000	(4,109)	5,891
110-0000-341.20-20	Sr. Cen Trans Fees	0	944	944
110-0000-341.26-10	Ad. Ed. Class Fees	0	440	440
110-0000-341.30-10	BMP Entrance Fees	75,000	6,832	81,832
110-0000-341.30-15	BMP School Program Fees	270	1,399	1,669
110-0000-341.30-40	BMP Barge Rides	7,400	3,365	10,765
110-0000-341.30-50	BMP Nature Show Fees	1,000	402	1,402
110-0000-341.30-60	BMP Mountain Bike Fees	250	(85)	165
110-0000-341.30-70	BMP Ropes Course Fees	0	2,035	2,035
110-0000-341.30-90	BMP Primitive Camping Fees	150	0	150
110-0000-341.30-95	Facility Rental Fees	1,800	70	1,870
110-0000-341.60-87	FM Merchandise	0	796	796
110-0000-341.60-89	FM Booth Fees	9,500	1,386	10,886
110-0000-342.40-00	Sexual Offenders	6,000	2,800	8,800
110-0000-342.72-00	Driver's School	17,500	3,750	21,250
110-0000-342.73-00	Child Restraint Class	225	100	325
110-0000-342.85-20	Food Truck Inspection	500	1,000	1,500
110-0000-342.85-22	Food Truck Renewal	400	650	1,050
110-0000-342.85-25	Food Truck 3 Day Permit	200	(25)	175
110-0000-348.10-00	Business License Rec Fee	7	0	7
110-0000-348.21-00	Commercial Plans Review	5,000	700	5,700
110-0000-348.40-00	E-911 Charges	296,501	0	296,501
110-0000-348.40-10	E-911 Supplemental Pay	16,000	0	16,000
110-0000-348.68-00	Contracted Maint-State Rd	250,000	0	250,000
110-0000-348.80-00	Engineering Fees	500,000	(264,542)	235,458
110-0000-351.10-00	Sessions Court Fines	35,000	11,560	46,560
110-0000-351.20-00	Circuit Court Fines	10,000	571	10,571
110-0000-351.30-00	Police Court Fines	65,000	17,453	82,453
110-0000-351.30-65	Red Light Camera Fines	360,000	59,998	419,998
110-0000-351.31-00	Local Court Costs	96,000	14,718	110,718
110-0000-351.31-66	Red Light Court Costs	19,000	7,835	26,835
110-0000-351.32-00	Local Litigation Fee	4,700	126	4,826
110-0000-351.60-00	Drug Fines	18,500	(2,162)	16,338
110-0000-361.10-00	Earnings On Investments	20,000	10,338	30,338
110-0000-364.20-00	From Corporations	100,000	0	100,000
110-0000-364.20-10	KPT Lifesaving Crew	75,000	0	75,000
110-0000-364.30-00	From Non-Profits	125,000	(50,000)	75,000
110-0000-368.05-00	Land Sales	10,610	0	10,610
110-0000-368.15-00	Rental of Land & Building	28,860	3,000	31,860

110-0000-368.30-00	Return Check Charge	900	30	930
110-0000-368.30-67	Red Light Cam Fines	120	30	150
110-0000-368.32-00	Vending Machine Revenue	2,500	(263)	2,237
110-0000-368.55-20	Police Copies	50	(24)	26
110-0000-368.77-00	Convenience Fee	3,200	1,657	4,857
110-0000-368.79-00	Tax Processing Fee	9,600	766	10,366
110-0000-368.99-00	Miscellaneous	150,000	(33,183)	116,817
110-0000-391.21-00	From School Fund	180,000	0	180,000
110-0000-392.10-00	Fund Balance Appropriations	1,831,579	(1,831,579)	0
110-0000-393.37-04	AC-Admin Fee	45,400	0	45,400
110-0000-393.42-04	Sewer-Admin Fee	595,400	0	595,400
110-0000-393.42-60	Sewer PILOT	838,000	0	838,000
110-0000-393.45-04	Water Admin Fee	968,000	0	968,000
110-0000-393.45-60	Water PILOT	653,000	0	653,000
110-0000-393.89-04	ST WA-Admin Fee	84,600	0	84,600
Totals:		84,874,953	939,795	85,814,748

<u>Expenditures:</u>		\$	\$	\$
110-4804-481.70-22	To Solid Waste Fund	1,768,000	400,000	2,168,000
110-4804-481.70-29	To Debt Service Fund	9,238,000	185,342	9,423,342
110-4804-481.70-35	To Gen Proj-Special Rev	1,041,380	(150,000)	891,380
110-4804-481.70-36	To General Project Fund	5,548,431	500,000	6,048,431
110-4890-901.60-01	Future Appropriations	16,300	4,453	20,753
Totals:		17,612,111	939,795	18,551,906

<u>Account Number/Description:</u>		<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>State Street Aid Fund: 121</u>				
<u>Revenues:</u>		\$	\$	\$
121-0000-332.60-00	Gasoline & Motor Fuel Tax	1,770,000	46,231	1,816,231
121-0000-391.01-00	From General Fund	778,200	0	778,200
Totals:		2,548,200	46,231	2,594,431

<u>Expenditures:</u>		\$	\$	\$
121-4024-461.20-22	Construction Contracts	200,000	46,231	246,231
Totals:		200,000	46,231	246,231

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 415: Solid Waste Fund			
Revenues:			
	\$	\$	\$
415-0000-343.10-10 Inside Res 1 Cart	1,720,000	(3,598)	1,716,402
415-0000-343.10-11 Inside Res Ad Cart	80,000	972	80,972
415-0000-343.10-20 Outside Resident 1 Cart	340,000	16,224	356,224
415-0000-343.10-21 Outside Resident Ad Cart	16,000	4,823	20,823
415-0000-343.10-30 Commercial Cart Pickup	120,000	7,752	127,752
415-0000-343.10-50 Mobile Home Park	54,000	1,754	55,754
415-0000-343.10-75 Dumpster Pickup	150,000	23,880	173,880
415-0000-343.11-00 Construction Waste	17,500	2,068	19,568
415-0000-343.12-00 Mt Carmel Collection	163,125	0	163,125
415-0000-343.15-00 Special Pickup Fee	8,000	1,300	9,300
415-0000-343.20-00 Tire Disposal Charges	4,500	1,567	6,067
415-0000-343.25-00 Compost Sales	500	(500)	0
415-0000-343.26-00 Hay Sales	100	(100)	0
415-0000-343.40-00 Back-Door Collection	22,000	74	22,074
415-0000-343.60-00 Landfill Tipping Fee	400,000	73,732	473,732
415-0000-343.65-10 Roll Off Dumpsters	37,200	6,360	43,560
415-0000-343.65-20 Tipping Fees	14,400	(1,269)	13,131
415-0000-343.70-00 Garbage Cart Fee	3,300	1,800	5,100
415-0000-361.10-00 Earnings On Investments	3,500	177	3,677
415-0000-361.22-00 Int LGIP	40	(1)	39
415-0000-391.01-00 From General Fund	1,768,000	400,000	2,168,000
Totals:	4,922,165	537,015	5,459,180
Expenditures:			
415-4027-462.20-56 Repair & Maintenance-Veh	192,000	330,000	522,000
415-4027-462.40-26 Fleet Vehicle Rental Fee	75,000	57,015	132,015
415-6001-601.70-55 To Solid Waste Proj Fund	0	150,000	150,000
Totals:	267,000	537,015	804,015

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Meadowview Conference Center Fund: 420</u>			
<u>Revenues:</u>			
	\$	\$	\$
420-0000-361.10-00 Earnings on Investments	0	143	143
420-0000-361.22-01 FF&E Sinking Fund	0	824	824
420-0000-361.22-05 INT LGIP Gen Obl	0	351	351
420-0000-361.22-06 Lost Rev & Tax Bonds	0	1	1
420-0000-375.60-01 Furn/Fixtures & Equip Fees	140,000	(140,000)	0
420-0000-375.60-02 Room Surcharge	100,000	(16,993)	83,007
420-0000-391.01-00 From General Fund	40,000	0	40,000
420-0000-391.25-00 From Regional Sales Tax	1,898,500	357,223	2,255,723
Totals:	2,178,500	201,549	2,380,049

<u>Expenditures:</u>			
	\$	\$	\$
420-5001-501.20-21 Accounting And Auditing	5,100	120	5,220
420-5001-501.20-54 Machinery/Equipment Rental	23,800	(8,000)	15,800
420-5001-501.40-83 Base Management Fee	154,700	2,656	157,356
420-5001-501.40-84 Taxes And Permits	200	0	200
420-5001-501.40-85 Trademark Renewal	3,000	(3,000)	0
420-5001-501.50-10 Buildings	29,400	19,586	48,986
420-5001-501.80-39 Meadowview Conference Ctr	417,900	265,589	683,489
420-5006-501.40-10 Bond Principal	992,100	(12)	992,088
420-5010-501.40-11 Bond Interest	436,400	24	436,424
420-5010-501.40-12 Bank Service Charges	900	(414)	486
420-5010-501.40-46 Furn/Fixtures & Equip Fees	75,000	(75,000)	0
420-6996-696.76-04 Meadowview Project Fund	40,000	0	40,000
Totals:	2,178,500	201,549	2,380,049

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Projects-Special Rev Fund: 111</u>			
<u>TNCARES Act (NC2024)</u>			
<u>Revenues:</u>			
	\$	\$	\$
111-0000-337.19-00 Coronavirus Relief Fund	811,140	(811,140)	0
Totals:	811,140	(811,140)	0
<u>Expenditures:</u>			
	\$	\$	\$
111-4810-481.20-68 Covid-19	500,000	(500,000)	0
111-4810-481.30-68 Covid-19	200,000	(200,000)	0
111-4810-481.40-68 Covid-19	111,140	(111,140)	0
Totals:	811,140	(811,140)	0

Bulldozer Rental (NC2116)

<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	150,000	(150,000)	0
<i>Totals:</i>	150,000	(150,000)	0

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-54 Machinery/Equipment Rental	150,000	(150,000)	0
<i>Totals:</i>	150,000	(150,000)	0

Downtown Project (NC1606)

<u>Revenues:</u>	\$	\$	\$
111-0000-332.02-10 TN Historical Commission	0	11,911	11,911
111-0000-391.01-00 From General Fund	143,108	(1,666)	141,442
<i>Totals:</i>	143,108	10,245	153,353

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	143,108	10,245	153,353
<i>Totals:</i>	143,108	10,245	153,353

Heritage Trail (NC1708)

<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	1,970	(250)	1,720
<i>Totals:</i>	1,970	(250)	1,720

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-11 Printing and Binding	220	(45)	175
111-0000-601.30-20 Operating Supplies & Tools	1,750	(205)	1,545
<i>Totals:</i>	1,970	(250)	1,720

Mowing (NC1709)

<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	23,925	(150)	23,775
<i>Totals:</i>	23,925	(150)	23,775

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	23,925	(150)	23,775
<i>Totals:</i>	23,925	(150)	23,775

Community Services Admin (NC1812)

Revenues:

	\$	\$	\$
111-0000-391.01-00 From General Fund	28,570	(2,813)	25,757
Totals:	28,570	(2,813)	25,757

Expenditures:

	\$	\$	\$
111-0000-601.20-10 Advertising & Publication	12,900	(11,400)	1,500
111-0000-601.20-11 Printing & Binding	3,000	(3,000)	0
111-0000-601.20-40 Travel Expense	7,000	(7,000)	0
111-0000-601.20-55 Repairs & Maintenance	0	19,509	19,509
111-0000-601.30-20 Operating Supplies & Tools	5,670	(922)	4,748
Totals:	28,570	(2,813)	25,757

Fifty Forward Grant (NC1901)

Revenues:

	\$	\$	\$
111-0000-332.48-10 Fifty Forward	50,000	(376)	49,624
Totals:	50,000	(376)	49,624

Expenditures:

	\$	\$	\$
111-0000-601.20-20 Professional Consultant	24,000	0	24,000
111-0000-601.20-40 Travel	5,500	(476)	5,024
111-0000-601.20-41 Registration	1,500	100	1,600
111-0000-601.30-20 Operating Supplies & Tools	19,000	0	19,000
Totals:	50,000	(376)	49,624

Fifty Forward Lynn View (NC2016)

Revenues:

	\$	\$	\$
111-0000-332.48-10 Fifty Forward	50,000	(296)	49,704
Totals:	50,000	(296)	49,704

Expenditures:

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	20,000	0	20,000
111-0000-601.30-20 Operating Supplies & Tool	30,000	(296)	29,704
Totals:	50,000	(296)	49,704

General Projects (NC2100)

Revenues:

	\$	\$	\$
111-0000-391.01-00 From General Fund	266,228	(49,021)	217,207
Totals:	266,228	(49,021)	217,207

Expenditures:

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	2,923	2,923
111-0000-601.90-03 Improvements	266,228	(51,944)	214,284
Totals:	266,228	(49,021)	217,207

Bullet Proof Vest Project (NC1904)

<u>Revenues:</u>	\$	\$	\$
111-0000-331.38-00 U.S. Dept. of Justice	9,720	562	10,282
111-0000-391.01-00 From General Fund	9,720	564	10,284
Totals:	19,440	1,126	20,566

<u>Expenditures:</u>	\$	\$	\$
111-3020-442.30-20 Operating Supplies & Tools	19,440	1,126	20,566
Totals:	19,440	1,126	20,566

Street Resurfacing (NC2000)

<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	1,838,200	51,839	1,890,039
Totals:	1,838,200	51,839	1,890,039

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	1,778,400	46,054	1,824,454
111-0000-601.20-23 Arch/Eng/Landscaping Serv	59,800	(1)	59,799
111-0000-601.30-20 Operating Supplies & Tool	0	5,786	5,786
Totals:	1,838,200	51,839	1,890,039

Creative Placemaking (NC2010)

<u>Revenues:</u>	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	5,035	0	5,035
111-0000-364.30-00 From Non-Profit Groups	1,259	0	1,259
111-0000-391.01-00 From General Fund	95	1,497	1,592
Totals:	6,389	1,497	7,886

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	2,978	0	2,978
111-0000-601.30-10 Office Supplies	436	(436)	0
111-0000-601.30-20 Operating Supplies & Tool	2,975	1,933	4,908
Totals:	6,389	1,497	7,886

Fifty Forward Senior Cntr (NC2017)

<u>Revenues:</u>	\$	\$	\$
111-0000-332.48-10 Fifty Forward	50,000	672	50,672
Totals:	50,000	672	50,672

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	18,421	0	18,421
111-0000-601.20-40 Travel Expense	150	0	150
111-0000-601.20-41 Registration Fees/Tuition	1,500	0	1,500
111-0000-601.30-20 Operating Supplies & Tool	29,929	672	30,601
Totals:	50,000	672	50,672

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
General Project Fund: 311			
Sullivan Street Paving (GP2113)			
Revenues:			
311-0000-391.01-00 From General Fund	\$ 0	\$ 500,000	\$ 500,000
Totals:	0	500,000	500,000
Expenditures:			
311-0000-601.90-03 Improvements	0	500,000	500,000
Totals:	0	500,000	500,000
Rolling Hills Drive (GP1721)			
Revenues:			
311-0000-368.10-54 Series 2016 GO (Nov 4)	\$ 111,878	\$ (388)	\$ 111,490
311-0000-368.21-01 Premium From Bond Sale	8,122	0	8,122
Totals:	120,000	(388)	119,612
Expenditures:			
311-0000-601.40-41 Bond Sale Expense	1,115	0	1,115
311-0000-601.90-03 Improvements	118,885	(388)	118,497
Totals:	120,000	(388)	119,612
KPT Enhancement Project (GP1824)			
Revenues:			
311-0000-391.01-00 From General Fund	\$ 300,000	\$ (2,686)	\$ 297,314
Totals:	300,000	(2,686)	297,314
Expenditures:			
311-0000-601.20-23 Arch/Eng/Landscaping Serv	40,000	(387)	39,613
311-0000-601.90-03 Improvements	260,000	(2,299)	257,701
Totals:	300,000	(2,686)	297,314
Parks & Rec ADA Analysis (GP1831)			
Revenues:			
311-0000-368.10-54 Series 2016 GO (Nov 4)	\$ 30,000	\$ (1,220)	\$ 28,780
Totals:	30,000	(1,220)	28,780
Expenditures:			
311-0000-601.20-23 Arch/Eng/Landscaping	\$ 30,000	\$ (1,220)	\$ 28,780
Totals:	30,000	(1,220)	28,780

AEP Sidewalk Improvements (GP2015)

Revenues:	\$	\$	\$
311-0000-364.20-00 From Corporations	54,614	0	54,614
311-0000-368.10-66 Series 2019 GO Improvment	30,382	0	30,382
311-0000-368.21-01 Premium From Bond Sale	2,382	0	2,382
311-0000-391.01-00 From General Fund	507,236	(8,657)	498,579
Totals:	594,614	(8,657)	585,957

Expenditures:	\$	\$	\$
311-0000-601.90-03 Improvements	243,634	(8,657)	234,977
311-0000-601.90-06 Purchases \$5,000 & Over	350,980	0	350,980
Totals:	594,614	(8,657)	585,957

Kingsport Enhancement (GP2016)

Revenues:	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	125,739	0	125,739
311-0000-368.21-01 Premium From Bond Sale	9,858	0	9,858
311-0000-391.01-00 From General Fund	114,403	(13,630)	82,617
Totals:	250,000	(13,630)	218,214

Expenditures:	\$	\$	\$
311-0000-601.90-03 Improvements	50,000	(1,544)	48,456
311-0000-601.90-06 Purchases \$5,000 & Over	200,000	(12,086)	169,758
Totals:	250,000	(13,630)	218,214

Aesthetic Improvements (GP2017)

Revenues:	\$	\$	\$
311-0000-368.99-00 Miscellaneous	17,651	0	17,651
311-0000-391.01-00 From General Fund	313,750	(55,444)	258,306
Totals:	331,401	(55,444)	275,957

Expenditures:	\$	\$	\$
311-0000-601.90-03 Improvements	331,401	(55,444)	275,957
Totals:	331,401	(55,444)	275,957

Riverwalk (GP2026)

Revenues:	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	51,038	0	51,038
311-0000-368.21-01 Premium From Bond Sale	4,001	0	4,001
311-0000-391.01-00 From General Fund	0	314	314
Totals:	55,039	314	55,353

Expenditures:	\$	\$	\$
311-0000-601.20-22 Construction Contracts	55,039	314	55,353
Totals:	55,039	314	55,353

Street Resurfacing (GP1846)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-41 Series 2012 C GP PUB IMP	6,032	0	6,032
311-0000-368.10-51 Series 2015 A (OCT) GO PI	23,102	0	23,102
311-0000-368.10-54 Series 2016 GO (NOV 4)	300,000	1,608	301,608
311-0000-368.10-55 Series 2017 A GO Bonds	2,985,000	0	2,985,000
311-0000-368.10-66 Series 2019 GO Improvement	92,727	0	92,727
311-0000-368.21-01 Premium From Bond Sale	8,335	0	8,335
311-0000-391.01-00 From General Fund	0	18,687	18,687
Totals:	3,415,196	20,295	3,435,491

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	186,145	(1)	186,144
311-0000-601.40-41 Bond Sale Expense	1,062	0	1,062
311-0000-601.90-03 Improvements	3,227,989	20,296	3,248,285
Totals:	3,415,196	20,295	3,435,491

Facilities Improvement (GP1803)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	634,141	0	634,141
311-0000-368.21-01 Premium from Bond Sale	28,982	0	28,982
311-0000-391.01-00 From General Fund	7,609	9,329	16,938
Totals:	670,732	9,329	680,061

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	8,623	0	8,623
311-0000-601.90-03 Improvements	662,109	9,329	671,438
Totals:	670,732	9,329	680,061

Kingsport Enhancement (GP1915)

<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	303,600	43,350	346,950
Totals:	303,600	43,350	346,950

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	40,000	(7)	39,993
311-0000-601.90-03 Improvements	263,600	43,357	306,957
Totals:	303,600	43,350	346,950

Skate Park (GP2105)

Revenues:

311-0000-391.01-00 From General Fund	\$ 2,184,514	\$ 775	\$ 2,185,289
Totals:	2,184,514	775	2,185,289

Expenditures:

311-0000-601.90-03 Improvements	\$ 2,184,514	\$ 775	\$ 2,185,289
Totals:	2,184,514	775	2,185,289

Cement Hill (GP2107)

Revenues:

311-0000-391.01-00 From General Fund	\$ 50,000	\$ 7,962	\$ 57,962
Totals:	50,000	7,962	57,962

Expenditures:

311-0000-601.90-03 Improvements	\$ 50,000	\$ 7,962	\$ 57,962
Totals:	50,000	7,962	57,962

Account Number/Description:

Solid Waste Project Fund: 455

Landfill New Cell Construction (DL2000)

Revenues:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
455-0000-391.05-30 2014 A GO Bonds	\$ 484,264	\$ 0	\$ 484,264
455-0000-391.13-00 From Solidwaste Mgmt Fund	615,736	150,000	765,736
Totals:	1,100,000	150,000	1,250,000

Expenditures:

455-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 100,000	\$ 186,660	\$ 286,660
455-0000-601.90-01 Land	800,000	(800,000)	0
455-0000-601.90-03 Improvements	200,000	763,340	963,340
Totals:	1,100,000	150,000	1,250,000

Account Number/Description:

Water Project Fund: 451

WTP Improvements (WA1505)

Revenues:

451-0000-391.05-31 2014 B GO Bonds	\$ 273,436	\$ 0	\$ 273,436
451-0000-391.05-48 GO Bonds Series 2018 B	198,625	(18,086)	180,539
Totals:	472,061	(18,086)	453,975

Expenditures:

451-0000-605.20-23 Arch/Eng/Landscaping Serv	\$ 180,037	\$ (26)	\$ 180,011
451-0000-605.90-03 Improvements	292,024	(18,060)	273,964
Totals:	472,061	(18,086)	453,975

Tri County Tank Replacement (WA1705)

Revenues:	\$	\$	\$
451-0000-391.05-31 2014 B GO Bonds	70,000	0	70,000
451-0000-391.05-45 Series 2016 GO (Nov 4)	592,000	(66,827)	525,173
Totals:	662,000	(66,827)	595,173

Expenditures:	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	49,827	(80)	49,747
451-0000-605.90-03 Improvements	612,173	(66,747)	545,426
Totals:	662,000	(66,827)	595,173

Tank Rehabilitation (WA2000)

Revenues:	\$	\$	\$
451-0000-391.05-45 Series 2016 GO (Nov 4)	8,000	0	8,000
451-0000-391.05-48 GO Bonds Series 2018 B	222,000	0	222,000
451-0000-391.05-56 Series 2019 GO Improvement	497,160	(19,045)	478,115
Totals:	727,160	(19,045)	708,115

Expenditures:	\$	\$	\$
451-0000-605.20-22 Construction Contracts	727,160	(19,045)	708,115
Totals:	727,160	(19,045)	708,115

Fire Protection Upgrades (WA1902)

Revenues:	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	175,102	0	175,102
451-0000-391.05-48 GO Bonds Series 2018 B	1,590,400	382	1,590,782
Totals:	1,765,502	382	1,765,884

Expenditures:	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	219,670	(162)	219,508
451-0000-605.90-01 Land	6,796	544	7,340
451-0000-605.90-03 Improvements	1,539,036	0	1,539,036
Totals:	1,765,502	382	1,765,884

WTP High Service Improvements (WA2007)

Revenues:

	\$	\$	\$
451-0000-391.05-31 2014 B GO Bonds	310,000	0	310,000
451-0000-391.05-45 Series 2016 GO (Nov 4)	0	66,827	66,827
451-0000-391.05-48 GO Bonds Series 2018 B	125,000	17,704	142,704
451-0000-391.05-56 Series 2019 GO Improve	302,834	19,045	321,879
Totals:	737,834	103,576	841,410

Expenditures:

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	734,151	103,576	837,727
451-0000-605.90-03 Improvements	3,683	0	3,683
Totals:	737,834	103,576	841,410

Fund 452: Sewer Project Fund

WWTP Improvements (SW1700)

Revenues:

	\$	\$	\$
452-0000-391.05-31 Series 2014 B GO Bonds	228,768	0	228,768
452-0000-391.42-00 From Sewer Fund	216,410	(25,115)	191,295
Totals:	445,178	(25,115)	420,063

Expenditures:

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping	177,510	0	177,510
452-0000-606.90-03 Improvements	267,668	(25,115)	242,553
Totals:	445,178	(25,115)	420,063

Kingsport South Sewer Ext (SW1802)

Revenues:

	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	276,183	(219)	275,964
Totals:	276,183	(219)	275,964

Expenditures:

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	34,700	(8)	34,692
452-0000-606.90-03 Improvements	241,483	(211)	241,272
Totals:	276,183	(219)	275,964

SW Pump St IMP O&M (SW2100)

Revenues:

	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	250,000	8,881	258,881
Totals:	250,000	8,881	258,881

Expenditures:

	\$	\$	\$
452-0000-606.90-19 Pump Stations	250,000	8,881	258,881
Totals:	250,000	8,881	258,881

Sewerline IMP O&M (SW2101)

<u>Revenues:</u>	\$	\$	\$	
452-0000-391.05-47 Series 2017 B GO Bonds		0	219	219
452-0000-391.05-56 Series 2019 GO Improvement	73,400		0	73,400
452-0000-391.42-00 From Sewer Fund	358,796		16,234	375,030
Totals:	432,196		16,453	448,649

<u>Expenditures:</u>	\$	\$	\$	
452-0000-606.90-26 Sewer Extensions	40,000		0	40,000
452-0000-606.90-27 Sewer Taps	30,000		0	30,000
452-0000-606.90-28 Sewer Improvements	362,196		16,453	378,649
Totals:	432,196		16,453	448,649

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Adopting the State Equalized Property Tax Rate for FY22

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

Action Form No.: AF-210-2021
Work Session: July 6, 2021
First Reading: July 6, 2021

Final Adoption: July 20, 2021
Staff Work By: John Morris
Presentation By: C. McCart

Recommendation:

Approve the Ordinance

Executive Summary:

This ordinance sets the FY 2021-2022 (Tax Year 2021) Property Tax Rate. The City property tax rate on every \$100.00 of assessed value of real, personal, and fixed property within the corporate limits of the City of Kingsport, Sullivan County and the City of Kingsport, Hawkins County, and not exempt from taxation, shall be \$1.8783, to fund current operating expenses of the City government, interest on bonded debt, and other disbursements which are legal obligations of the City of Kingsport; that said taxes received for the tax year 2021 shall be expended in accordance with the FY 2022 Appropriation Ordinance.

This is the lowest property tax rate in Kingsport since 1920 (\$1.50) and the second lowest in the history of the city.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *JM*

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

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSPORT, SULLIVAN COUNTY AND THE CITY OF KINGSPORT, HAWKINS COUNTY WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE COUNTY PROPERTY ASSESSORS, THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE, AND THE STATE BOARD OF EQUALIZATION FOR THE TAX YEAR 2021; AND TO FIX THE EFFECTIVE DATE OF THE ORDINANCE

WHEREAS, the corporate boundaries of the City of Kingsport are situated within the boundaries of Sullivan County and Hawkins County; and

WHEREAS, the local property assessors have established property reappraisals within the City of Kingsport, Sullivan County, and the City of Kingsport, Hawkins County; and

WHEREAS, the local property assessors have prepared an assessment roll of taxation on real, personal, and mixed property for the 2021 tax year; and

WHEREAS, the State Board of Equalization has determined an equalized tax rate of \$1.8783 to generate revenue adequate to support the Fiscal Year 2021-2022 budget. Now therefore,

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

SECTION I. That the City property tax rate on every \$100.00 of assessed value of real, personal, and fixed property within the corporate limits of the City of Kingsport, Sullivan County and the City of Kingsport, Hawkins County, and not exempt from taxation, shall be \$1.8783, to fund current operating expenses of the City government, interest on bonded debt, and other disbursements which are legal obligations of the City of Kingsport; that said taxes received for the tax year 2021 shall be expended in accordance with the FY 2022 Appropriation Ordinance.

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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn

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

Action Form No.: AF-199- 2021
 Work Session: June 14, 2021
 First Reading: June 15, 2021

Final Adoption: July 6, 2021
 Staff Work By: R. Trent; M. Thompson
 Presentation By: M. Billingsley

Recommendation:

Approve the Ordinance

Executive Summary:

The Public Works Department has requested easements and right-of-ways for the Main Street Rebuild and Streetscape Project. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on the Main Street Rebuild and Streetscape Project.

Attachments:

1. Ordinance to Condemn
2. Project Location Map

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

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works project:

Main Street Rebuild & Streetscape Project

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

PATRICK W. SHULL, Mayor

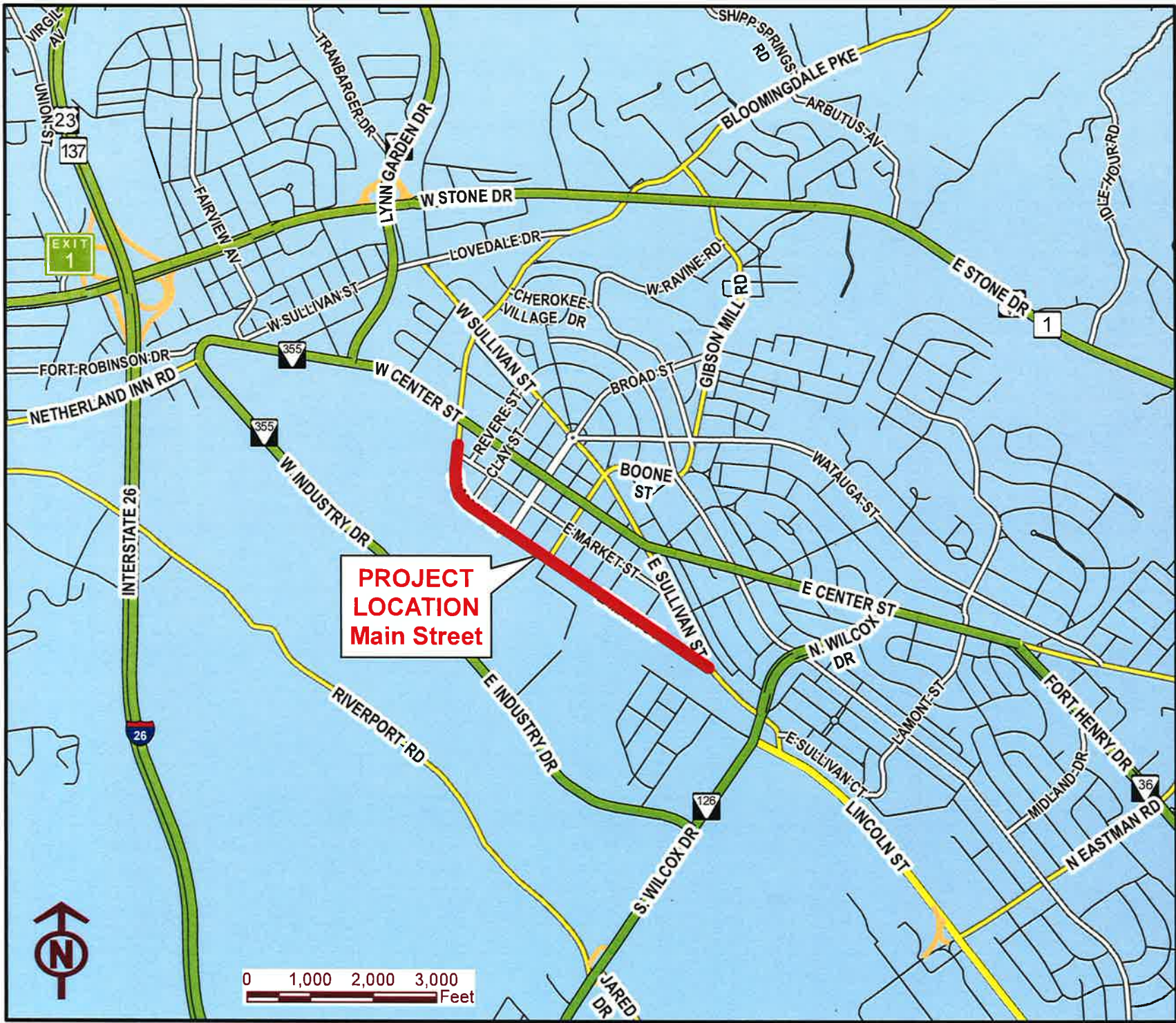
ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



**PROJECT
LOCATION
Main Street**

Legend

-  State Routes
-  Collector Street
-  Ramp
-  Expressway
-  Interstate
-  Minor Arterial
-  Major Arterial
-  Local Streets

**Project Location Map - Sullivan County, TN
Main Street Kingsport Rebuild
from Sullivan Street to W. Market Street**

0 1,000 2,000 3,000
Feet





AGENDA ACTION FORM

Combine Two Part Time Driver Positions into One Full Time Position

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

Action Form No.: AF-202-2021
 Work Session: June 14, 2021
 First Reading: June 15, 2021

Final Adoption: July 6, 2021
 Staff Work By: Chris Campbell
 Presentation By: Chris McCart

Recommendation:

Approve the Ordinance

Executive Summary:

Hiring and retaining qualified licensed candidates to drive and operate public transit vehicles is a challenge both locally and nationally. KATS has been unable to fill several open part time positions because the available workforce is seeking full time work. To combat this, KATS notes in their annual budget narrative that if two part time positions are vacated a request will be made to combine them into once full time position. This resolution and budget ordinance will combine two part time KATS Driver positions that are currently unfilled into one full time Driver position. The City only contributes 25% of the total share to fund this position. The remaining 75% is funded through FTA (50%) and TDOT (25%). The federal, state, and local funding for this is currently budgeted in in the FY 20-21 City Budget and is already programmed in the FY 21-22 City Budget.

Attachments:

- Budget Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY ADDING A BUSS/VAN DRIVER POSITION FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Fund budget be amended by amending the authorized positions by eliminating two part-time positions and adding a full time Bus/Van Driver position at a pay grade A21 for Fiscal Year 2020-2021.

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

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Enter into a Materials Agreement with LandStar, LLC, Related to the West Gate Phase 2 Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-150-2021
Work Session: June 14, 2021
First Reading: June 15, 2021

Final Adoption: July 6, 2021
Staff Work By: M. Thompson/D. Harris
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance

Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, LandStar, LLC has requested that the proposed West Gate Phase 2 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$42,710.15 for a new twenty six (26) lot development.

To date, including this development, the program has supported 1046 new/proposed lots within the City of Kingsport. Of those lots, 578 Building Permits and 523 Certificates of Occupancy have been issued to date.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *[Signature]*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE WEST GATE PHASE 2 MATERIALS AGREEMENT PROJECTS (WA2154 AND SW2154); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$20,299 and by decreasing the funds transferred from the Sewer Fund operating budget by \$18,706 to the West Gate Phase 2 projects (WA2154 and SW2154) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Water Project Fund:451			
West Gate Phase 2 (WA2154)			
Revenues			
451-0000-391-4500 From the Water Fund	\$0	\$20,299	\$20,299
Totals:	\$0	\$20,299	\$20,299
Expenditures:			
451-0000-605-9003 Improvements	\$0	\$20,299	\$20,299
Totals:	\$0	\$20,299	\$20,299

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Sewer Project Fund:452			
West Gate Phase 2 (SW2154)			
Revenues			
452-0000-391-4200 From the Sewer Fund	\$0	\$18,706	\$18,706
Totals:	\$0	\$18,706	\$18,706
Expenditures:			
452-0000-606-9003 Improvements	\$0	\$18,706	\$18,706
Totals:	\$0	\$18,706	\$18,706

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Extending the Award of the Bid for Dobyys-Bennett High School Cooling Tower Replacement to S.B. White

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

Action Form No.: AF-200-2021
Work Session: July 6, 2021
First Reading: NA

Final Adoption: July 6, 2021
Staff Work By: Committee
Presentation By: D. Frye

Recommendation:
Approve the Resolution

Executive Summary:

Bids were opened on May 27, 2021 for the Dobyys-Bennett Cooling Tower replacement project. Four bids were received. Two bids were noncompliant since two of the required certifications, which were Buy America and Lobbying Certifications, were not included.

The total cost of this project will be \$1,433,440 (detail given below) and will be funded with ESSER III money.

Architect Fee \$ 30,000
Construction Costs 1,324,000
6% Contingency 79,440
Total Costs 1,443,440

Derwin Cartmel, architect with Holston Engineering, has recommended (see attached recommendation) that the Board of Mayor and Aldermen approve a motion to award a contract for the cooling tower replacement for Dobyys-Bennett High School to S.B. White Co., Inc. for the bid amount of \$1,324,000 and authorize a 6% contingency of \$79,440.

Attachments:

1. Resolution
2. Bid Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE DOBYNS-BENNETT HIGH SCHOOL COOLING TOWER REPLACEMENT PROJECT TO S.B. WHITE CO. 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 May 27, 2021, for the Dobyns-Bennett Cooling Tower Replacement project; and

WHEREAS, upon review of the bids, the board finds S. B. White Co., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the replacement of the Dobyns-Bennett High School cooling towers with S. B. White Co at an estimated construction cost of \$1,324,000.00; and

WHEREAS, funding is available through Elementary and Secondary School Emergency Relief (ESSER) III funds;

Now therefore,

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

SECTION I. That the bid for the Dobyns-Bennett Cooling Tower Replacement project, at an estimated cost of \$1,324,000.00, is awarded to S. B. White Co, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement for the same and all documents necessary and proper, and to take such acts as necessary 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 6th of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID OPENING MINUTES

May 27, 2021

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager - Schools; Derwin Cartmel

The Bid Opening was held in the Council Room, City Hall

The Procurement Manager opened with the following bids:

DOBYNS-BENNETT HIGH SCHOOL COOLING TOWER REPLACEMENT		
Vendor:	Unit Cost:	Comments:
Nor-Well Company	\$1,334,690.00	
SB White Co, Inc.	\$1,324,000.00	
Comfort Systems USA	\$1,163,000.00	Buy America and Lobby Certifications were not included with bid.
HVAC, Inc.	\$1,305,935.00	Buy America and Lobby Certifications were not included with bid.

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



HOLSTON ENGINEERING, INC.

301 Montgomery Street, Suite #4
Johnson City, TN 37604
(423) 926-5991 Voice; (423) 926-9119 Fax
e-mail: holsteng@usit.net
June 4, 2021

Procurement Manager
Kingsport City Schools
400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

Re: Dobyns-Bennett Cooling Tower Replacement Project – Bid Award Recommendation

To Whom it may concern:

As per the Bid Tabulation for the above referenced project, the apparent low bidder is SB White Co, Inc. with a bid of \$ 1,324,000.00. It is our recommendation that the City of Kingsport for its Kingsport City Schools award the bid contract to SB White Co, Inc., as they are qualified to perform the work requested and submitted no substitutions for equipment or methods during the bid process.

When we budgeted the initial project the demolition of the existing cooling towers was not included and is a part of the scope of this project and is included in the bid. Other contributing factors to the increased cost above preliminary budget seem to be increased construction and material costs from that estimated and initial underestimation of project complexity when providing a budget for the project.

If you have any questions, please feel free to contact me.

Sincerely,
HOLSTON ENGINEERING, INC.

Derwin Cartmel, PE
President



AGENDA ACTION FORM

Execute a Guaranteed Energy Savings Performance Contract with Energy Systems Group, LLC

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

Action Form No.: AF-140-2021
Work Session: July 6, 2021
First Reading: NA

Final Adoption: July 6, 2021
Staff Work By: D. Frye
Presentation By: D. Frye

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport desires to enter into a Guaranteed Energy Savings Performance Contract with Energy Systems Group, LLC, to provide energy saving improvements for its Kingsport City Schools including indoor air quality upgrades, LED lighting upgrades, and HVAC complete and component replacements at a cost of \$2,976,123.

The project will be funded by a loan from the State of Tennessee's Energy Efficient School Initiative.

Attachments:

- 1. Resolution

Funding source appropriate and funds are available: *jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *sw*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENERGY SYSTEMS GROUP, LLC, FOR ENGINEERING AND EQUIPMENT FOR ENERGY RELATED SERVICES PROVIDING REDUCTION IN ENERGY USE IN KINGSPORT CITY SCHOOLS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, the city desires to enter into a contract with Energy Systems Group, LLC, for engineering and equipment to provide energy saving improvements to the buildings in the Kingsport City Schools, sometimes known as a Guaranteed Energy Savings Performance Contract, to including indoor air quality upgrades, LED lighting upgrades, and HVAC complete and component replacements at a cost of \$2,976,123; and

WHEREAS, this project will be funded by a loan of \$2,976,123 from the State of Tennessee's Energy Efficient School Initiative and the term of the loan is sixteen (16) years with an interest rate of 0.5%.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a contract with Energy Systems Group, LLC, for engineering and equipment to provide energy saving improvements to the buildings in the Kingsport City Schools, sometimes known as a Guaranteed Energy Savings Performance Contract, at a cost of \$2,976,123 and to execute any and all documents necessary and proper to effectuate the purpose of the agreement and this resolution.

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

ADOPTED this the 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Authorize the Mayor to Sign a Loan Agreement with the State of Tennessee's Energy Efficient Schools Initiative

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

Action Form No.: AF-217-2001
Work Session: July 6, 2021
First Reading: N/A

Final Adoption: July 6, 2021
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools has applied for a \$2,976,123. loan from the State of Tennessee's Energy Efficient Schools Initiative (EESI). This application has been approved by EESI. The interest rate approved was 0.5%. The term of the loan is sixteen (16) years. The purpose of the loan is to implement facility upgrades that will save energy and improve the classroom learning environment in the district. One of the requirements of this loan is that the funds be used for a Guaranteed Energy Savings Performance Contract. This requirement will be met by entering into an agreement with Energy Systems Group, LLC (ESG). ESG proposes to provide indoor air quality upgrades, LED lighting upgrades and HVAC complete and component replacements at a cost of \$2,976,123.

All funding from this project will be received from the State of Tennessee's Energy Efficient School Initiative.

Attachments:

1. Resolution
2. Loan Agreement

Funding source appropriate and funds are available: *Jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *JW*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT WITH THE ENERGY EFFICIENT SCHOOLS COUNCIL AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the board of mayor and aldermen is the duly elected legislative body of the City of Kingsport, Tennessee; and

WHEREAS the board finds that it is the best interest of the citizens to provide good schools and places of learning for the children and students of Kingsport; and

WHEREAS, there is available to the City of Kingsport an Energy Efficient Schools Initiative loan agreement pursuant to Tenn. Code Ann. § 49-17-101 et seq.; and

WHEREAS, the board of education has requested that the board of mayor and aldermen approve the loan agreement; and

WHEREAS, the loan in the amount of \$2,976,123.00 will allow the school system to implement facility upgrades that will save energy and improve the classroom learning environment across the district; and

WHEREAS, the loan will have an interest rate of one-half percent (0.5%) and will be for sixteen years; and

WHEREAS, the loan agreement, when properly executed, will constitute a valid and binding contract of the city enforceable in accord with its terms except as may be limited by bankruptcy, reorganization or solvency, moratorium or similar laws affecting creditor's rights generally; and

WHEREAS, the loan agreement does not conflict in any material way with any contract or ordinance of the city.

Now therefore,

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

SECTION I. That an Energy Efficient Schools Initiative Loan Agreement with the Energy Efficient Schools Council, 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 Energy Efficient Schools Initiative Loan Agreement with the Energy Efficient Schools Council, 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:

**ENERGY EFFICIENT SCHOOLS INITIATIVE
LOAN AGREEMENT**

This Loan Agreement is made and entered into as of the ____ day of _____, 2021, by and between the Energy Efficient Schools Council (the "Lender") and Kingsport City, Tennessee (the "Borrower") for the benefit of Kingsport City Schools, to provide for the financing of all or a portion of a qualifying capital outlay project (the "Project").

**ARTICLE 1
Definitions**

Section 1.01. Defined Terms. The following words, terms and phrases shall have the following respective meanings:

"Act" means the Energy Efficient Schools Initiative (EESI) of 2008, Tennessee Code Annotated §§ 49-17-101 *et seq.*, as amended from time to time.

"Authorized Borrower Representative" means any Person from time to time authorized to act on behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Lender, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by the Person executing this Loan Agreement or his successor in office and giving the name and specimen signature of the Person or Persons so designated

"Borrower" means Kingsport, Tennessee.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Cost" or "Cost of the Project" means the following:

- (a) The cost of improving, equipping, and repairing the Project, or any combination of such purposes, and demolishing structures on the Project sites;
- (b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;
- (c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefor, and premiums on insurance in connection with the Projects during construction;
- (d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;
- (e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Project; and
- (f) Any other cost of the Project permitted to be financed by the Lender pursuant to the Act.

"Date of Disbursement" means the date funds are disbursed by the Lender to the Borrower, by check or wire, whether or not the Borrower receives them on that date.

"Event of Default" means any event defined in Section 6.01 hereof.

"Fund" means the energy efficient schools council fund established as a separate account in the State treasury.

"Lender" means the twelve (12) member energy efficient schools council established by the Act.

"Loan" means the loan made by the Lender to the Borrower pursuant to this Loan Agreement as described in Section 3.01 hereof.

"Loan Administrator" means initially the Division of State Government Finance, which will perform certain functions in administering this Loan as requested from time to time by the Lender, or any successor Loan Administrator.

"Loan Agreement" means this Loan Agreement as it now exists and as it may thereafter be amended.

"Loan Repayments" means the payments on account of principal of and interest on the Loan and any and all other amounts payable by the Borrower hereunder.

"Loan Repayment Dates" means: (i) with respect to Loan Repayments attributable to any payment of principal and interest monthly on the first day of the month, and continuing on the first day of each month thereafter until the Loan is paid in full, or if such day is not a Business Day, then on the next preceding Business Day and as more fully described on **Exhibit D** attached hereto; and (ii) with respect to all other Loan Repayments, at any time on demand by the Authority.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

"Project" or "Projects" means the construction, rehabilitation or repair of public school facilities, and equipment for public school facilities as described in **Exhibit C** hereto. **Exhibit C** shall be amended automatically, and without further action required by the Borrower, to conform **Exhibit C** to any additional project that is approved by the Lender. Where more than one Project is being financed, Project applies to each Project individually or collectively, as the context requires.

"State" means the State of Tennessee.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The word "person" shall include the plural as well as the singular number unless the context shall otherwise indicate; the word "person" also shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

ARTICLE 2

Project

Section 2.01. Description. Description. Attach proposal submitted to Lender for approval.

Section 2.02. Funding. The Project is to be funded as follows:

Loan from the Fund \$ 2,976,123.00

ARTICLE 3

The Loan

Section 3.01. Loan. The Lender hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Lender, the Loan in the principal amount of \$2,976,123 for a term of sixteen (16) Years at 0.5%. The Lender shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Fund. The Loan shall bear interest at the rate established by the Lender at its meeting at which this Loan was approved; such interest rate is stated on the repayment schedule attached hereto as **Exhibit D**. Amounts disbursed during construction shall bear interest at such rate, and such interest shall accrue and be added to principal for the periods from the Dates of Disbursement through the first Loan Repayment Date.

Section 3.02. Use of Proceeds by the Borrower. The Borrower will use the funds lent to it by the Authority pursuant to Section 3.01 hereof solely to pay the Costs of the Project.

Section 3.03. Disbursements of Loan Proceeds. The Lender shall disburse funds from the Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**. Each request by the Borrower for disbursement shall constitute a certification by the Borrower that all representations made by the Borrower in this Loan Agreement remain true as of the date of the request and that no material adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or repay the Loan have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Borrower with the request of disbursement. Proper invoices and other documentation reasonably required by and acceptable to the Lender must be submitted with each request for disbursement. The Lender may conduct audits or request documentation to determine the cost incurred by the Borrower for the Project. No more than ninety (90%) percent of the Loan shall be disbursed to the Borrower prior to the time the Project has been completed and approved by the Lender. After approval by the Lender, the remaining ten (10%) percent of the Loan will be disbursed to the Borrower.

Section 3.04. Completion of the Projects. When requesting final payment from the Fund, the Borrower shall cause to be submitted the requisition required by Section 3.03 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit B**. Said certificate shall state that no further funds will be withdrawn from the Fund to pay the Cost of the Project. The Lender does not make any warranty, either express or implied, that the moneys which, under provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Project.

ARTICLE 4

Payment Obligations of Borrower

Section 4.01. Loan Repayments. The Borrower agrees to pay to the Lender all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided. The repayment schedule requires payments of principal and interest to begin on the first Loan Repayment Date following the passage of sixty (60) days after the Project is completed. The repayment schedule initially attached hereto as **Exhibit D** is based on certain assumptions regarding disbursed principal amounts, the completion date and zero accrued interest. After the completion of the Project and prior to the first Loan Repayment Date thereafter, the Lender will furnish the Borrower a revised

repayment schedule reflecting the actual principal amount disbursed together with the accrued interest thereon and the actual Loan Repayment Dates. This revised repayment schedule is to be substituted for the one initially attached hereto as **Exhibit D** and shall be conclusive absent manifest error. The revised repayment schedule shall not constitute an amendment of this Loan Agreement requiring approval by the parties hereto.

Section 4.02. Time and Manner of Payment. Except as provided in Section 4.05 hereof, the Borrower agrees to make each Loan Repayment directly to the Loan Administrator on or before each Loan Repayment Date in lawful money of the United States of America by electronic funds transfer of immediately available funds in accordance with instructions supplied from time to time by the Lender or the Loan Administrator.

Section 4.03. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Lender. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part of all of the Projects, or commercial frustration of purpose, or any damages to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Lender to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Project. Nothing contained in this Section, however, shall be construed to release the Lender from the performance of any of its obligations hereunder or under any documents related hereto.

Section 4.04. Reduction of Principal. The Loan will be reduced, and a new repayment schedule shall be provided to the Borrower as provided in Section 4.01, if less than the full amount of the Loan is disbursed to the Borrower.

Section 4.05. Prepayment. The Borrower may prepay all or any portion of the Loan and any accrued interest thereon at any time without penalty.

ARTICLE 5

Representations and Covenants of Borrower

The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lender contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, duly created and existing under the laws of the State of Tennessee, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Lender, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time,

the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(h) All information provided to the Lender in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Project, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The Borrower covenants to complete the Project in a timely fashion in accordance with the project schedule provided to the Lender and to comply with all applicable State statutes, rules, and regulations pertaining to this Loan Agreement and the Project as well as with any conditions that may have been established by the Lender when it approved this Loan.

(j) The Borrower covenants to establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to allow for an audit by the State of financial records and transactions covering any fiscal year for which a Project Loan has been approved and not yet repaid in full.

ARTICLE 6

Events of Default

Section 6.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

- (a) payments required by Sections 4.01 through 4.04 are not paid punctually when due;
- (b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Lender shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);
- (c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
- (d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

Section 6.02. Remedies. Upon the continuing occurrence of an Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement, the Lender, or any other Person who has succeeded to the rights of the Lender hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, including without limitation declaring the unpaid principal and interest to be immediately due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

ARTICLE 7

Conditions Precedent to Loan

Section 7.01. Borrower's Certificate. Prior to execution of the Loan Agreement by the Lender, the Borrower shall have furnished to the Lender, in form and substance satisfactory to the

Lender, a certificate of the Borrower certifying the resolution authorizing the Borrower to enter into this Loan Agreement.

Section 7.02. Attorney's Opinion. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower's counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

ARTICLE 8

Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Lender and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Lender. No failure by Lender or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of each of the parties hereto, provided, however, that changes by the Lender to the repayment schedule attached hereto as **Exhibit D** after completion of construction as provided in Section 4.01 shall not be deemed an amendment, change or modification or alteration hereof.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, Kingsport City Mayor, 225 West Center Street, Kingsport, TN 37660 or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower – 10th Floor, 710 James Robertson Parkway, Nashville, TN 37243, ATTN: Executive Director, with a copy to Division of State Government Finance, Cordell Hull Building, 425 Fifth Avenue North, Nashville, Tennessee 37243-3400, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

Section 8.08. Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. No Liability of Lender's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lender or the Borrower, either directly or through the Lender or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Lender against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8.12. Loan Administrator. Any function required or permitted to be performed hereunder by the Lender may, in the Lender's sole determination and upon notice to the Borrower, be performed by the Loan Administrator. After such notice to the Borrower, the Borrower shall deal solely with the Loan Administrator with respect to such matters.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

[Acknowledgements Deleted for Inclusion in this Resolution]

**EXHIBIT A
REQUISITION**

REQUISITION NO. _____

Energy Efficient Schools Council

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a loan agreement (the "Loan Agreement"), dated _____, 2021, by and between the Energy Efficient Schools Council and Kingsport, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 3.03 of the Loan Agreement, as follows:

1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$ _____.
2. All amounts advanced hereunder will be used to pay Cost of the Project, as defined in the Loan Agreement.
3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.
4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.
5. The amount requested should be wired to:

Bank: _____

ABA Number: _____

Account Name: _____

Account Number: _____

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this ____ day of _____, _____.

[Acknowledgements Deleted for Inclusion in this Resolution]

**EXHIBIT B
COMPLETION CERTIFICATE**

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated _____, 2021, by and between the Energy Efficient Schools Council and Kingsport, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 3.04 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;
2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this ____ day of _____,

[Acknowledgements Deleted for Inclusion in this Resolution]

**EXHIBIT C
DESCRIPTION OF PROJECT**

Project Goals

The primary goal of this project is to create a funding source leveraging energy savings to address some of the most pressing control system replacement issues across the district. The obvious conclusion many have reached is that the age and decreasing functionality of this old equipment is impacting the quality of the learning environment and is a continual drag on maintenance costs and utility usage.

Secondary goals for the project include:

- Enhancing the quality of the learning environment through improved lighting and comfort control
- Reducing the amount of repair costs associated with keeping old equipment working
- Reducing emergency equipment replacement costs associated with the limited reliability of old equipment and the challenge of getting replacement parts.
- Further reducing electric, natural gas and water/ sewer usage to be the best stewards of funding and the environment possible.

**EXHIBIT D
REPAYMENT SCHEDULE**

Kingsport	Estimated**	Loan No.	822-002
PRINCIPAL	\$ 2,976,123		
ACCRUED INTEREST	*		
TOTAL AMORTIZED	\$ 2,976,123		
RATE OF INTEREST	0.50%		
MONTHS	192		
MONTHLY PAYMENTS	\$ 16,125 ***		
TOTAL INTEREST	\$ 119,962		
TOTAL PAYMENTS	\$ 3,096,085		

<u>PERIOD</u>	<u>BEGINNING PRINCIPAL BALANCE</u>	<u>PRINCIPAL REQUIREMENT (PER MONTH)</u>	<u>INTEREST REQUIREMENT (PER MONTH)</u>	<u>TOTAL DEBT SERVICE REQUIREMENT (PER MONTH)</u>	<u>ENDING PRINCIPAL BALANCE</u>
Payment 1 ** TO Payment 12	\$ 2,976,123	\$ 14,926	\$ 1,199	\$ 16,125	\$ 2,797,011
Payment 13 TO Payment 24	2,797,011	15,001	1,124	16,125	2,616,999
Payment 25 TO Payment 36	2,616,999	15,076	1,049	16,125	2,436,087
Payment 37 TO Payment 48	2,436,087	15,151	974	16,125	2,254,275
Payment 49 TO Payment 60	2,254,275	15,227	898	16,125	2,071,551
Payment 61 TO Payment 72	2,071,551	15,304	821	16,125	1,887,903
Payment 73 TO Payment 84	1,887,903	15,380	745	16,125	1,703,343
Payment 85 TO Payment 96	1,703,343	15,457	668	16,125	1,517,859
Payment 97 TO Payment 108	1,517,859	15,535	590	16,125	1,331,439
Payment 109 TO Payment 120	1,331,439	15,613	512	16,125	1,144,083
Payment 121 TO Payment 132	1,144,083	15,691	434	16,125	955,791
Payment 133 TO Payment 144	955,791	15,770	355	16,125	766,551
Payment 145 TO Payment 156	766,551	15,849	276	16,125	576,363
Payment 157 TO Payment 168	576,363	15,928	197	16,125	385,227
Payment 169 TO Payment 180	385,227	16,008	117	16,125	193,131
Payment 181 TO Payment 191	193,131	16,088	37	16,125	16,163
Payment 192	16,163	16,163	47	16,210	-
Total	\$ 2,976,123	\$ 119,962	\$ 3,096,085		

* Total amount of accrued interest to be determined at the completion of the project.

** Actual payment and date to be determined upon completion of project

*** Please note that the final payment may differ slightly from the regularly scheduled monthly payment

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 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT

This Loan Agreement is made and entered into as of the ___ day of _____, 2021, by and between the Energy Efficient Schools Council (the “Lender”) and **Kingsport City, Tennessee** (the “Borrower”) for the benefit of Kingsport City Schools, to provide for the financing of all or a portion of a qualifying capital outlay project (the “Project”).

ARTICLE 1 Definitions

Section 1.01. Defined Terms. The following words, terms and phrases shall have the following respective meanings:

“Act” means the Energy Efficient Schools Initiative (EESI) of 2008, Tennessee Code Annotated §§ 49-17-101 *et seq.*, as amended from time to time.

“Authorized Borrower Representative” means any Person from time to time authorized to act on behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Lender, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by the Person executing this Loan Agreement or his successor in office and giving the name and specimen signature of the Person or Persons so designated

“Borrower” means Kingsport, Tennessee.

“Borrower Request”, “Borrower Order” and “Borrower Consent” means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

“Business Day” means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

“Cost” or “Cost of the Project” means the following:

(a) The cost of improving, equipping, and repairing the Project, or any combination of such purposes, and demolishing structures on the Project sites;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefor, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;

(e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Project; and

(f) Any other cost of the Project permitted to be financed by the Lender pursuant to the Act.

“Date of Disbursement” means the date funds are disbursed by the Lender to the Borrower, by check or wire, whether or not the Borrower receives them on that date.

“Event of Default” means any event defined in Section 6.01 hereof.

“Fund” means the energy efficient schools council fund established as a separate account in the State treasury.

“Lender” means the twelve (12) member energy efficient schools council established by the Act.

“Loan” means the loan made by the Lender to the Borrower pursuant to this Loan Agreement as described in Section 3.01 hereof.

“Loan Administrator” means initially the Division of State Government Finance, which will perform certain functions in administering this Loan as requested from time to time by the Lender, or any successor Loan Administrator.

“Loan Agreement” means this Loan Agreement as it now exists and as it may thereafter be amended.

“Loan Repayments” means the payments on account of principal of and interest on the Loan and any and all other amounts payable by the Borrower hereunder.

“Loan Repayment Dates” means: (i) with respect to Loan Repayments attributable to any payment of principal and interest monthly on the first day of the month, and continuing on the first day of each month thereafter until the Loan is paid in full, or if such day is not a Business Day, then on the next preceding Business Day and as more fully described on **Exhibit D** attached hereto; and (ii) with respect to all other Loan Repayments, at any time on demand by the Authority.

“Person” means any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

“Project” or “Projects” means the construction, rehabilitation or repair of public school facilities, and equipment for public school facilities as described in **Exhibit C** hereto. **Exhibit C** shall be amended automatically, and without further action required by the Borrower, to conform **Exhibit C** to any additional project that is approved by the Lender. Where more than one Project is being financed, Project applies to each Project individually or collectively, as the context requires.

“State” means the State of Tennessee.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The word “person” shall include the plural as well as the singular number unless the context shall otherwise indicate; the word “person” also shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

ARTICLE 2 Project

Section 2.01. Description. Description. Attach proposal submitted to Lender for approval.

Section 2.02. Funding. The Project is to be funded as follows:

Loan from the Fund	\$ 2,976,123.00
--------------------	-----------------

ARTICLE 3
The Loan

Section 3.01. Loan. The Lender hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Lender, the Loan in the principal amount of \$2,976,123 for a term of sixteen (16) Years at 0.5%. The Lender shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Fund. The Loan shall bear interest at the rate established by the Lender at its meeting at which this Loan was approved; such interest rate is stated on the repayment schedule attached hereto as **Exhibit D**. Amounts disbursed during construction shall bear interest at such rate, and such interest shall accrue and be added to principal for the periods from the Dates of Disbursement through the first Loan Repayment Date.

Section 3.02. Use of Proceeds by the Borrower. The Borrower will use the funds lent to it by the Authority pursuant to Section 3.01 hereof solely to pay the Costs of the Project.

Section 3.03. Disbursements of Loan Proceeds. The Lender shall disburse funds from the Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**. Each request by the Borrower for disbursement shall constitute a certification by the Borrower that all representations made by the Borrower in this Loan Agreement remain true as of the date of the request and that no material adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or repay the Loan have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Borrower with the request of disbursement. Proper invoices and other documentation reasonably required by and acceptable to the Lender must be submitted with each request for disbursement. The Lender may conduct audits or request documentation to determine the cost incurred by the Borrower for the Project. No more than ninety (90%) percent of the Loan shall be disbursed to the Borrower prior to the time the Project has been completed and approved by the Lender. After approval by the Lender, the remaining ten (10%) percent of the Loan will be disbursed to the Borrower.

Section 3.04. Completion of the Projects. When requesting final payment from the Fund, the Borrower shall cause to be submitted the requisition required by Section 3.03 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit B**. Said certificate shall state that no further funds will be withdrawn from the Fund to pay the Cost of the Project. The Lender does not make any warranty, either express or implied, that the moneys which, under provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Project.

ARTICLE 4
Payment Obligations of Borrower

Section 4.01. Loan Repayments. The Borrower agrees to pay to the Lender all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided. The repayment schedule requires payments of principal and interest to begin on the first Loan Repayment Date following the passage of sixty (60) days after the Project is completed. The repayment schedule initially attached hereto as **Exhibit D** is based on certain assumptions regarding disbursed principal amounts, the completion date and zero accrued interest. After the completion of the Project and prior to the first Loan Repayment Date thereafter, the Lender will furnish the Borrower a revised repayment schedule reflecting the actual principal amount disbursed together with the accrued interest thereon and the actual Loan Repayment Dates. This revised repayment schedule is to be substituted for the one initially attached hereto as **Exhibit D** and shall be conclusive absent manifest error. The revised repayment schedule shall not constitute an amendment of this Loan Agreement requiring approval by the parties hereto.

Section 4.02. Time and Manner of Payment. Except as provided in Section 4.05 hereof, the Borrower agrees to make each Loan Repayment directly to the Loan Administrator on or before each Loan Repayment Date in lawful money of the United States of America by electronic funds transfer of immediately available funds in accordance with instructions supplied from time to time by the Lender or the Loan Administrator.

Section 4.03. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Lender. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part of all of the Projects, or commercial frustration of purpose, or any damages to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Lender to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Project. Nothing contained in this Section, however, shall be construed to release the Lender from the performance of any of its obligations hereunder or under any documents related hereto.

Section 4.04. Reduction of Principal. The Loan will be reduced, and a new repayment schedule shall be provided to the Borrower as provided in Section 4.01, if less than the full amount of the Loan is disbursed to the Borrower.

Section 4.05. Prepayment. The Borrower may prepay all or any portion of the Loan and any accrued interest thereon at any time without penalty.

ARTICLE 5
Representations and Covenants of Borrower

The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lender contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, duly created and existing under the laws of the State of Tennessee, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Lender, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the

passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(h) All information provided to the Lender in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Project, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The Borrower covenants to complete the Project in a timely fashion in accordance with the project schedule provided to the Lender and to comply with all applicable State statutes, rules, and regulations pertaining to this Loan Agreement and the Project as well as with any conditions that may have been established by the Lender when it approved this Loan.

(j) The Borrower covenants to establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to allow for an audit by the State of financial records and transactions covering any fiscal year for which a Project Loan has been approved and not yet repaid in full.

ARTICLE 6 Events of Default

Section 6.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) payments required by Sections 4.01 through 4.04 are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Lender shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismitted or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

Section 6.02. Remedies. Upon the continuing occurrence of an Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement, the Lender, or any other Person who has succeeded to the rights of the Lender hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, including without limitation declaring the unpaid principal and interest to be immediately due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

ARTICLE 7 Conditions Precedent to Loan

Section 7.01. Borrower's Certificate. Prior to execution of the Loan Agreement by the Lender, the Borrower shall have furnished to the Lender, in form and substance satisfactory to the Lender, a certificate of the Borrower certifying the resolution authorizing the Borrower to enter into this Loan Agreement.

Section 7.02. Attorney's Opinion. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower's counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

ARTICLE 8
Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Lender and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Lender. No failure by Lender or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of each of the parties hereto, provided, however, that changes by the Lender to the repayment schedule attached hereto as **Exhibit D** after completion of construction as provided in Section 4.01 shall not be deemed an amendment, change or modification or alteration hereof.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered

mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, Kingsport City Mayor, 225 West Center Street, Kingsport, TN 37660 or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower – 10th Floor, 710 James Robertson Parkway, Nashville, TN 37243, ATTN: Executive Director, with a copy to Division of State Government Finance, Cordell Hull Building, 425 Fifth Avenue North, Nashville, Tennessee 37243-3400, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

Section 8.08. Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. No Liability of Lender's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lender or the Borrower, either directly or through the Lender or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Lender against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8. 12. Loan Administrator. Any function required or permitted to be performed hereunder by the Lender may, in the Lender's sole determination and upon notice to the Borrower, be performed by the Loan Administrator. After such notice to the Borrower, the Borrower shall deal solely with the Loan Administrator with respect to such matters.

Signatures on Following Page

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

BORROWER

NAME: _____ (City)

BY: _____ (Signature)

TITLE: _____

DATE: _____

SCHOOL BOARD

NAME: _____

BY: _____ (Signature)

TITLE: _____

DATE: _____

SCHOOL DIRECTOR

NAME: _____

BY: _____ (Signature)

TITLE: _____

DATE: _____

LENDER:

ENERGY EFFICIENT SCHOOLS COUNCIL

BY: _____ (Signature)

TITLE: _____

DATE: _____

EXHIBIT A
REQUISITION

REQUISITION NO. _____

Energy Efficient Schools Council

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a loan agreement (the "Loan Agreement"), dated _____, 2021, by and between the Energy Efficient Schools Council and Kingsport, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 3.03 of the Loan Agreement, as follows:

1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$_____.
2. All amounts advanced hereunder will be used to pay Cost of the Project, as defined in the Loan Agreement.
3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.
4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.
5. The amount requested should be wired to:

Bank: _____
ABA Number: _____
Account Name: _____
Account Number: _____

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this ____ day of _____, _____.

Name: _____

Title: _____

Funding Date: _____, _____, ____.

EXHIBIT B

COMPLETION CERTIFICATE

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement (“Loan Agreement”), dated _____, 2021, by and between the Energy Efficient Schools Council and Kingsport, Tennessee (the “Borrower”), submits this Completion Certificate on behalf of the Borrower pursuant to Section 3.04 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;

2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this ____ day of _____.

Kingsport, TN

Name: _____

Title: _____

EXHIBIT C

DESCRIPTION OF PROJECT

Project Goals

The primary goal of this project is to create a funding source leveraging energy savings to address some of the most pressing control system replacement issues across the district. The obvious conclusion many have reached is that the age and decreasing functionality of this old equipment is impacting the quality of the learning environment and is a continual drag on maintenance costs and utility usage.

Secondary goals for the project include:

- Enhancing the quality of the learning environment through improved lighting and comfort control
- Reducing the amount of repair costs associated with keeping old equipment working
- Reducing emergency equipment replacement costs associated with the limited reliability of old equipment and the challenge of getting replacement parts.
- Further reducing electric, natural gas and water/ sewer usage to be the best stewards of funding and the environment possible.

EXHIBIT D
REPAYMENT SCHEDULE

Kingsport **Estimated**** **Loan No.** **822-002**

PRINCIPAL	\$	2,976,123
ACCRUED INTEREST		*
TOTAL AMORTIZED	\$	2,976,123
RATE OF INTEREST		0.50%
MONTHS		192
MONTHLY PAYMENTS	\$	16,125 ***
TOTAL INTEREST	\$	119,962
TOTAL PAYMENTS	\$	3,096,085

		BEGINNING PRINCIPAL BALANCE		PRINCIPAL REQUIREMENT (PER MONTH)		INTEREST REQUIREMENT (PER MONTH)		TOTAL DEBT SERVICE REQUIREMENT (PER MONTH)		ENDING PRINCIPAL BALANCE
Payment 1	** TO	\$ 2,976,123	\$	14,926	\$	1,199	\$	16,125	\$	2,797,011
Payment 13	TO	2,797,011		15,001		1,124		16,125		2,616,999
Payment 25	TO	2,616,999		15,076		1,049		16,125		2,436,087
Payment 37	TO	2,436,087		15,151		974		16,125		2,254,275
Payment 49	TO	2,254,275		15,227		898		16,125		2,071,551
Payment 61	TO	2,071,551		15,304		821		16,125		1,887,903
Payment 73	TO	1,887,903		15,380		745		16,125		1,703,343
Payment 85	TO	1,703,343		15,457		668		16,125		1,517,859
Payment 97	TO	1,517,859		15,535		590		16,125		1,331,439
Payment 109	TO	1,331,439		15,613		512		16,125		1,144,083
Payment 121	TO	1,144,083		15,691		434		16,125		955,791
Payment 133	TO	955,791		15,770		355		16,125		766,551
Payment 145	TO	766,551		15,849		276		16,125		576,363
Payment 157	TO	576,363		15,928		197		16,125		385,227
Payment 169	TO	385,227		16,008		117		16,125		193,131
Payment 181	TO	193,131		16,088		37		16,125		16,163
Payment 192		16,163		16,163		47		16,210		-
Total			\$ 2,976,123		\$ 119,962		\$ 3,096,085			

* Total amount of accrued interest to be determined at the completion of the project.

** Actual payment and date to be determined upon completion of project.

*** Please note that the final payment may differ slightly from the regularly scheduled monthly payment.



AGENDA ACTION FORM

Amend Professional Service Agreement with LDA Engineering for the Replacement of Three Sewer Lift Stations

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

Action Form No.: AF- 208-2021
Work Session: July 6, 2021
First Reading: NA

Final Adoption: July 6, 2021
Staff Work By: Niki Ensor
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On June 25, 2018, the City entered into an agreement with LDA Engineering for design and bidding assistance for replacement of sewer lift stations #108 (Oak Glen Dr.), #307 (Lakeside Dr.) and #308 (Cooks Valley Rd). The project was put on hold to rebid the W. Kingsport sewer lift station project and was further delayed due to COVID. Staff is ready to proceed with the project. It is necessary to amend LDA Engineering agreement in order to move the project into the construction phase.

All three stations are approaching 30 years of service and have reached the end of useful life. The steel wetwells and components are deteriorated by hydrogen sulfide. These stations need to be replaced to ensure reliable sewer service.

This amendment request includes easement preparation, engineering during construction, and project inspection. Total amount for this request is \$120,350. Funding is available in SW2005.

Original Contract Amount	\$ 83,500.00
Contract Amendment 1	\$120,350.00
Current Contract Amount	\$203,850.00

Attachments:

1. Resolution
2. Project Map
3. LDA Proposal

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *JM*

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

RESOLUTION NO. _____

A RESOLUTION AMENDING AN ADDENDUM TO AN AGREEMENT WITH LDA ENGINEERING FOR THE REPLACEMENT OF THREE SEWER LIFT STATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on June 25, 2018, the city entered into an agreement with LDA Engineering for the design and bidding assistance on the replacement of sewer lift stations numbers 18 (Oak Glen Drive), 307 (Lakeside Drive), and 308 (Cooks Valley Road); and

WHEREAS, the project was put on hold to rebid the West Kingsport sewer lift station project and then was further delayed due to COVID; and

WHEREAS, the city now desires to move forward with the construction phase of the project to include such additional services as easement preparation, engineering during construction, and project inspection; and

WHEREAS, the cost for these additional services shall not exceed \$120,350, and funding is available in SW2005.

Now therefore,

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

SECTION I. That the addendum to an agreement with LDA Engineering for design and bidding assistance for replacement of three sewer lift stations, 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 addendum to the agreement with LDA Engineering for design and bidding assistance for replacement of three sewer lift stations and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said addendum being as follows:

ADDENDUM TO AGREEMENT BETWEEN LDA ENGINEERING AND CITY OF KINGSPORT

RE: Proposal for Consulting Engineering Services
Easement Preparation, Resident Project Representative, and Construction Administration for Lift Station Rehabilitation.

Dear Niki,

LDA Engineering is pleased to submit our proposal to provide additional consulting services related to the referenced project. LDA has previously submitted 90% design documents and received final comments from the City regarding improvements to the sanitary sewer lift stations (SLS):

1. SLS 108 (Oak Glenn) – Rehabilitate wet well/replace pumps, piping, and electrical
2. SLS 307 (Cooks Valley) – Replace Station
3. SLS 308 (Lakeside) – Replace Station

PROJECT DESCRIPTION

LDA proposes to perform field surveying and preparation of permanent easements for the Oak Glen and Cooks Valley stations. A temporary construction easement for the Lakeside station will also be

prepared. An easement from TWRA regarding SLS 307 will require additional coordination and documentation for submittal to TWRA and ultimately to the State Building Commission. This proposal also includes provisions for engineering services during construction, full time resident project representative services, and preparation of record drawings.

SCOPE OF SERVICES

LDA Engineering proposes to provide a Scope of Services as follows:

Task 1: Survey and Easement Preparation

LDA will perform surveying at SLS108 and SLS307 as required to develop permanent easement documents for these stations. SLS307 is on TWRA property and additional survey data and other necessary documentation for submittal to the State Building Commission will be prepared for this site. LDA will coordinate with TWRA for the necessary steps in the easement process. Easement exhibits and legal descriptions will be provided to the City for legal review and execution. The temporary construction easement for SLS308 will be prepared based on the four corners located during our topographical survey of the site.

Updated property lines and features will also be added to the current plan set for bidding and easement preparation.

Task 2: Engineering Services during Construction

LDA proposes to provide the following engineering and contract administration services during construction of the three lift stations:

- A. Conduct a pre-construction conference.
- B. Review contractor submittals and payment requests.
- C. Conduct monthly progress meetings for the duration of construction. LDA will prepare and distribute minutes of each progress meeting.
- D. Answer Contractor questions during construction.
- E. Perform periodic field visits.
- F. Review change order requests, make recommendations to the City relative to the requests, and assist in the preparation and execution of change orders approved by the City.
- G. Attend a walk-through at substantial completion and prepare a punch list.
- H. Perform a final inspection of the sites.
- I. Create record drawings based on RPR survey data and contractor as-built data.

Task 3: Resident Project Representation

LDA will provide a Resident Project Representative (RPR) during the construction phase. It is assumed one full time project representative will split time between all three sites during construction to:

- A. Provide written and photographic records of all construction activities.
- B. Document project plan and specification compliance and identify any issues or problems in the field.
- C. Verify installed quantities and verify pay application quantities.
- D. Capture As-Built GPS survey shots of the facilities.

Task 4: Post Construction Services

LDA will provide the following post construction services:

- A. Provide record drawings for the proposed pump stations utilizing survey data captured during construction and contractor provided documentation.

EXCLUDED SERVICES

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

- A. Geotechnical Engineering or materials testing services.
- B. Laboratory fees.

PROJECT FEES

LDA Engineering will provide the services outlined above on a lump-sum or time and materials basis as outlined below. The following is a breakdown of services and associated fees:

Task 1 – Survey, Easement Preparation, and TWRA/SBC Required Information:

(Lump Sum) \$ 7,750.00

Task 2 – Engineering Services During Construction: (Lump Sum) \$ 27,000.00

Task 3 – Resident Project Representative: (Time & Materials) \$ 75,500.00

Task 4 – Post Construction Services: (Lump Sum) \$ 10,100.00

Total \$ 120,350.00

The fees outlined above are to be billed as the work progresses as follows:

- A. Lump sum services on a monthly basis as a percentage of the total fee, based on the work completed.
- B. RPR services on a monthly basis at \$75 per hour.

LDA Engineering is pleased to have the opportunity to be of further service to the City of Kingsport.
We are prepared to proceed with these tasks immediately upon your authorization.
[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 addendum herein set out that do not substantially alter the material provisions of the amendment and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That 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 6th day of July, 2021.

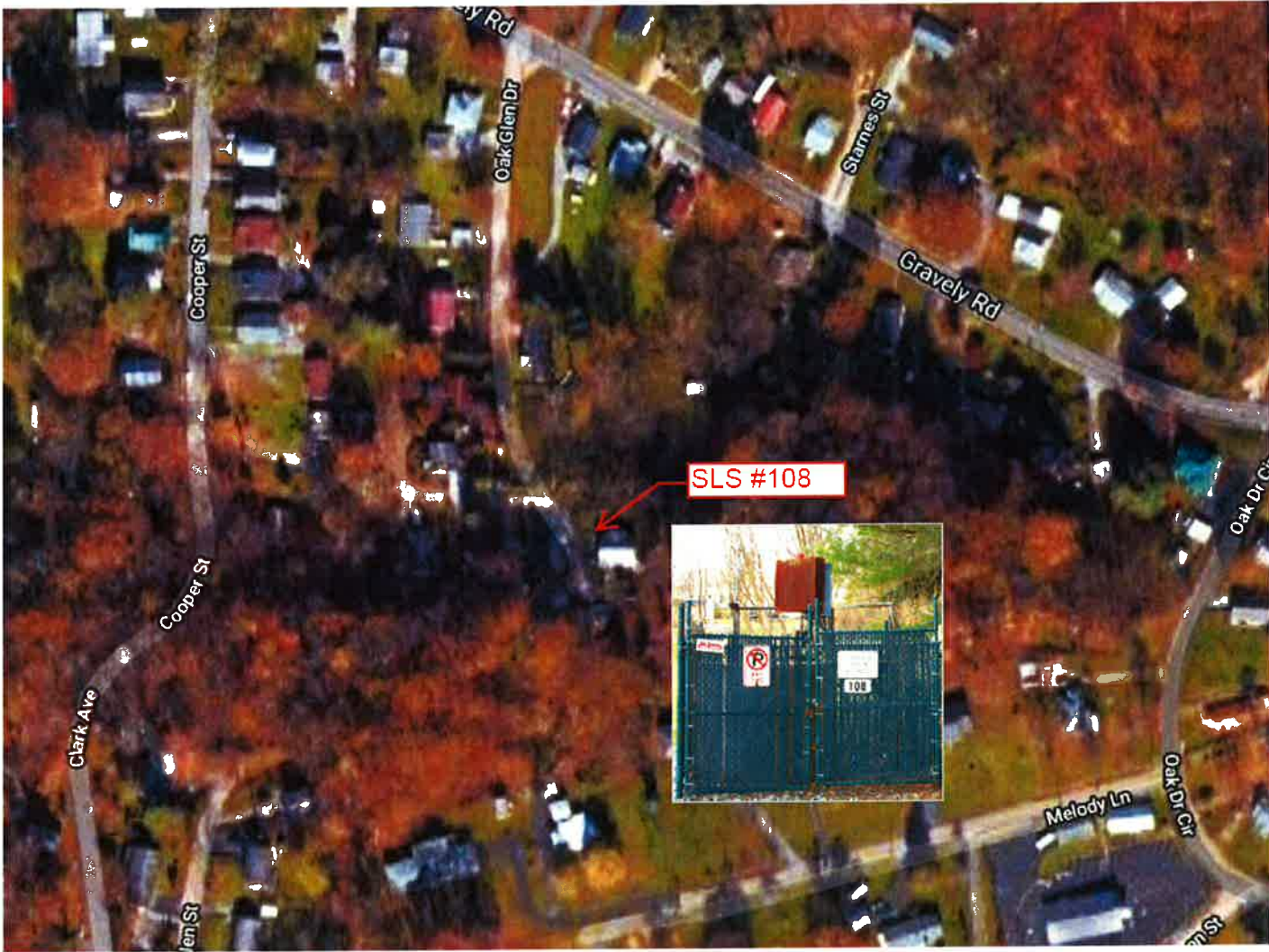
ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney





LDA ENGINEERING

June 1, 2021

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

RE: Proposal for Consulting Engineering Services
Easement Preparation, Resident Project Representative, and Construction
Administration for Lift Station Rehabilitation.

Dear Niki,

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1. SLS 108 (Oak Glenn) – Rehabilitate wet well/replace pumps, piping, and electrical
2. SLS 307 (Cooks Valley) – Replace Station
3. SLS 308 (Lakeside) – Replace Station

PROJECT DESCRIPTION

LDA proposes to perform field surveying and preparation of permanent easements for the Oak Glen and Cooks Valley stations. A temporary construction easement for the Lakeside station will also be prepared. An easement from TWRA regarding SLS 307 will require additional coordination and documentation for submittal to TWRA and ultimately to the State Building Commission.

This proposal also includes provisions for engineering services during construction, full time resident project representative services, and preparation of record drawings.

SCOPE OF SERVICES

LDA Engineering proposes to provide a Scope of Services as follows:

Task 1: Survey and Easement Preparation

LDA will perform surveying at SLS108 and SLS307 as required to develop permanent easement documents for these stations. SLS307 is on TWRA property and additional survey data and

Ms. Niki Ensor
Water/Wastewater Facilities Manager
City of Kingsport

other necessary documentation for submittal to the State Building Commission will be prepared for this site. LDA will coordinate with TWRA for the necessary steps in the easement process. Easement exhibits and legal descriptions will be provided to the City for legal review and execution. The temporary construction easement for SLS308 will be prepared based on the four corners located during our topographical survey of the site.

Updated property lines and features will also be added to the current plan set for bidding and easement preparation.

Task 2: Engineering Services During Construction

LDA proposes to provide the following engineering and contract administration services during construction of the three lift stations:

- A. Conduct a pre-construction conference.
- B. Review contractor submittals and payment requests.
- C. Conduct monthly progress meetings for the duration of construction. LDA will prepare and distribute minutes of each progress meeting.
- D. Answer Contractor questions during construction.
- E. Perform periodic field visits.
- F. Review change order requests, make recommendations to the City relative to the requests, and assist in the preparation and execution of change orders approved by the City.
- G. Attend a walk-through at substantial completion and prepare a punch list.
- H. Perform a final inspection of the sites.
- I. Create record drawings based on RPR survey data and contractor as-built data.

Task 3: Resident Project Representation

LDA will provide a Resident Project Representative (RPR) during the construction phase. It is assumed one full time project representative will split time between all three sites during construction to:

- A. Provide written and photographic records of all construction activities.
- B. Document project plan and specification compliance and identify any issues or problems in the field.
- C. Verify installed quantities and verify pay application quantities.
- D. Capture As-Built GPS survey shots of the facilities.

Ms. Niki Ensor
Water/Wastewater Facilities Manager
City of Kingsport

Task 4: Post Construction Services

LDA will provide the following post construction services:

- A. Provide record drawings for the proposed pump stations utilizing survey data captured during construction and contractor provided documentation.

EXCLUDED SERVICES

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

- A. Geotechnical Engineering or materials testing services.
- B. Laboratory fees.

PROJECT FEES

LDA Engineering will provide the services outlined above on a lump-sum or time and materials basis as outlined below. The following is a breakdown of services and associated fees:

Task 1 – Survey, Easement Preparation, and TWRA/SBC Required Information:	
	(Lump Sum) \$ 7,750.00
Task 2 – Engineering Services During Construction: (Lump Sum)	\$ 27,000.00
Task 3 – Resident Project Representative: (Time & Materials)	\$ 75,500.00
Task 4 – Post Construction Services: (Lump Sum)	\$ 10,100.00
Total	\$ 120,350.00

The fees outlined above are to be billed as the work progresses as follows:

- A. Lump sum services on a monthly basis as a percentage of the total fee, based on the work completed.
- B. RPR services on a monthly basis at \$75 per hour.

LDA Engineering is pleased to have the opportunity to be of further service to the City of Kingsport. We are prepared to proceed with these tasks immediately upon your authorization.

Sincerely,

Steve Bostic

Steve Bostic, P.E.
Chief Engineer



AGENDA ACTION FORM

Name the Dolan Branch Bridge

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

Action Form No.: AF- 220-2021
Work Session: July 6, 2021
First Reading: NA

Final Adoption: July 6, 2021
Staff Work By: C. McCartt
Presentation By: C. McCartt

Recommendation:

Approve the Resolution

Executive Summary:

In January of this year Mr. Gary Burke passed away. Gary was a former employee at Eastman as well as the City of Kingsport. One of the many projects Gary was involved in while working for the City was the rebuild of the bridge over Dolan Branch at the intersection of Reservoir Road and Bays Mountain Park Road. This particular project always held a special place in Gary's heart as it was located adjacent to land that has been in his family for over 150 years.

Shortly after Gary's passing members of his family contacted the City of Kingsport about the possibility of naming this bridge in memory of Gary Burke. This designation requires approval from the BMA and is submitted with the full support of the City Staff.

Attachments:

1. Resolution
2. Project Location Map
3. Supplemental Information

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

RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE UNNAMED RESERVOIR
ROAD BRIDGE OVER DOLAN BRANCH AS THE GARY BURKE
MEMORIAL BRIDGE

WHEREAS, Gary Burke was a former employee of Eastman Chemical Company and the City of Kingsport; and

WHEREAS, Mr. Burke served as an engineer for the city and worked on various projects and devoted particular attention to the replacement of the Reservoir Road bridge over Dolan Branch near Bays Mountain Park Road; and

WHEREAS, the Board of Mayor and Aldermen finds it fitting and just that the service and memory of Gary Burke be recognized.

Now therefore,

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

SECTION I. That the City Manager is hereby authorized and directed to erect a sign designating the unnamed bridge over Dolan branch near the intersection of Reservoir Road and Bays Mountain Park Road as the Gary Burke Memorial Bridge.

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 6th day of July, 2021.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

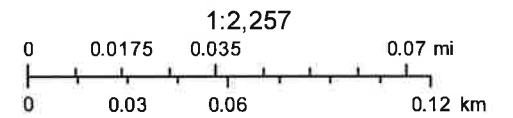
J. MICHAEL BILLINGSLEY, City Attorney

Bridge over Dolan Branch



6/30/2021, 1:08:19 PM

- Kpt 911 Address
- Washington County Parcels
 - Parcel_Conflict
 - Parcels
 - Lake_Pond
 - Railroad_ROW
 - River
 - Street_ROW



Supplemental Information

On Wed, Feb 10, 2021 at 2:32 PM Shelly Hunley <bshunley70@gmail.com> wrote:

Hello,

I am reaching out to you for your assistance with a special request.

On January 30th, my uncle Gary Burke passed away suddenly.

He was such an amazing person with so many amazing accomplishments.

He had retired from the Eastman after 40 years and went to work for the City of Kingsport as City Engineer, during his time with the city he worked on many projects with one being the bridge at Reservoir Road & Bays Mountain Park Road. This project was special in many ways, being the city was having issues with finding someone to complete the job cost effectively, so Gary stepped up and engineered a plan and work in conjunction with Sullivan County and was able to get a new bridge constructed while saving the City of Kingsport many thousands of dollars. This was one of many jobs he worked that saved our city money. The bridge was extra special to him, being that our family the Burke family has resided on Bays Mountain Park Road for over a 150 years. As you may see when going into the park, there stands a Big Beautiful Red Barn bear the entrance, Gary Burke and his two brothers David Burke and Charlie Burke have spent the last 4 years restoring the 150+ year old Big Red Barn, so every passerby can enjoy the timeless history that still stands. The Burke Family once owned parts of what is now Bays Mountain Park and Gary had been working on the history of that area for some time and the day before his passing he had been asked to serve on the Bays Mountain Park advisory board and they were going to work on several new things pertaining to the park. Unfortunately, he will not get to fulfill those duties that he was so passionate about.

Gary put all he had in everything he did, after leaving the city he took a job with United States Federal Railroad Administration, as Federal Safety Inspector, last year he received "The Inspector of the Year Award" the most prestigious award that can be received, was recognized for saving many lives and ensuring our railroads and their operations were operating safely at all times. The head of The US Department of Transportation Federal Railroad Administrations said it best, Gary's knowledge, commitment, and perseverance exemplified what it meant to be a safety professional or just a professional in general.

So this brings me to my request, I would like to ask if we could get an "In memory of Gary Burke memorial sign or a type of memorial recognition for the bridge at Reservoir Road & Bays Mountain Park Road. I feel this bridge stands as a testament of what Gary sought to accomplish every day of his life, in all that he did.

Thank you for your consideration and for all that you do for our great city.

Sincerely,

Shelley Hunley



AGENDA ACTION FORM

Approve the FTAAAD Grant Amendment for 2021 and 2022

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

Action Form No.: AF- 213-2021
Work Session: July 6, 2021
First Reading: NA

Final Adoption: July 6, 2021
Staff Work By: Shirley Buchanan
Presentation By: Shirley Buchanan

Recommendation:

Approve the Resolution

Executive Summary:

The First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for Senior Center funding. This funding allows for operational funds for the Kingsport Senior Center. This is a federal and state pass through funding.

The City of Kingsport was approved for FY21 and FY22 in the amount of \$32,000 for each year. The grant funds are broken down as follows: \$20,000 for State Senior Center, \$12,000 for Federal Transportation.

Ten percent matching funds are required for each line item. These matching funds are provided in the Kingsport Senior Center operating budget.

Due to the pandemic the Senior Center received additional funds from the FTAAAD for fiscal 2021. These funds were used specifically for items related directly to Covid 19. The 2021 amount included \$14,250, these funds were used for an additional check- in system and 8 mobile scanners at a cost of \$9,250. Also included was \$5,000 that was used towards a cellular booster for the Renaissance Building with a total cost of \$6,484.

Attachments:

1. Resolution
2. Amendment

Funding source appropriate and funds are available: yes *Jan*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: yes *aw*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2021-2022 AND ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE AMENDMENT

WHEREAS, on July 7, 2020, the city approved the grant from the First Tennessee Development District's Area Agency on Aging through the Tennessee Commission on Aging and Disability for the Kingsport Senior Center for Fiscal Year 2020-2021 in the amount of \$32,000.00; and

WHEREAS, due to the Corona Virus, the First Tennessee Development District's Area Agency on Aging awarded the Kingsport Senior Center an additional \$32,000.00 in funds to be used for issues related to the pandemic; and

WHEREAS, these additional funds were used specifically for items related directly to the pandemic.

Now therefore,

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

SECTION I. That Amendment 3 to the Contract 106-21 with the First Tennessee Development District from the Tennessee Commission on Aging and Disability for additional funds in the amount of \$32,000.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment 3 to the Contract 106-21 from the First Tennessee Development District's Area Agency on Aging in the amount of \$32,000.00, for assistance with operational expenses due to the pandemic, said contract being as follows:

AMENDMENT 3
OF CONTRACT 106-21

This Amendment is made and entered by and between **First Tennessee Development District Area Agency on Aging and Disability**, hereinafter referred to as the "Grantor" and CITY OF KINGSFORT TN FOR KINGSFORT SENIOR CENTER, hereinafter referred to as the "Grantee." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the Grantor under this Grant Contract exceed Seventy-eight Thousand Two Hundred Fifty Dollars (\$78,250.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachments A and C is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

The following is added to Contract section E:

E.7. 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 Grantor Agency. The Grantee shall immediately notify the Grantor Agency in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The Grantor Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring. Contract Attachments A and C are deleted in their entirety and replaced with the new attachment A and C attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2021. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

[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 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract # 106-21	Amendment # 3		
Contractor Legal Entity Name CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER			Edison Vendor ID		
Amendment Purpose & Effect(s) FY 2022 Budget					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 6/30/2022			
TOTAL Contract Amount INCREASE <u>per this Amendment</u> (zero if N/A):			\$32,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	20,000.00	26,250.00			46,250.00
2022	20,000.00	12,000.00			32,000.00
TOTAL:	40,000.00	38,250.00			78,250.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 3
OF CONTRACT 106-21**

This Amendment is made and entered by and between **First Tennessee Development District Area Agency on Aging and Disability**, hereinafter referred to as the "Grantor" and **CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER**, hereinafter referred to as the "Grantee." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the Grantor under this Grant Contract exceed Seventy-eight Thousand Two Hundred Fifty Dollars (\$78,250.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachments A and C is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

The following is added to Contract section E:

E.7. 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 Grantor Agency. The Grantee shall immediately notify the Grantor Agency in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The Grantor Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

Contract Attachments A and C are deleted in their entirety and replaced with the new attachment A and C attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2021. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER:

SIGNATURE

DATE

Patrick W. Shull, Mayor

FIRST TENNESSEE DEVELOPMENT DISTRICT AREA AGENCY ON AGING AND DISABILITY

Christopher L. Craig, Executive Director

Date

Kathy Whitaker, FTAAAD Director

Date

ATTACHMENT A

GRANT BUDGET					
CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER					
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following					
Applicable Period:					
		7/1/2020	END: 6/30/2022		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT	
1, 2	Salaries, Benefits & Taxes	64,000.00	1,132,950.00	1,196,950.00	
4, 15	Professional Fee, Grant & Award ²	0.00	67,500.00	67,500.00	
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	14,250.00	364,800.00	379,050.00	
11, 12	Travel, Conferences & Meetings	0.00	7,500.00	7,500.00	
13	Interest ²	0.00	0.00	0.00	
14	Insurance	0.00	1,100.00	1,100.00	
16	Specific Assistance To Individuals	0.00	0.00	0.00	
17	Depreciation ²	0.00	11,200.00	11,200.00	
18	Other Non-Personnel ²	0.00	4,100.00	4,100.00	
20	Capital Purchase ²	0.00	0.00	0.00	
22	Indirect Cost	0.00	0.00	0.00	
24	In-Kind Expense	0.00	0.00	0.00	
25	GRAND TOTAL	78,250.00	1,589,150.00	1,667,400.00	

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT C

GRANT BUDGET – SOURCE OF FUNDS

Program	CFDA #	Federal Funding	State Funding	Total Grant
Federal Funds				
Title III-B: Support Services	93.044	29,000.00		29,000.00
ADRC	93.048	9,250.00		9,250.00
State Funds				
State Senior Center	N/A		40,000.00	40,000.00
	Total	38,250.00	40,000.00	78,250.00



AGENDA ACTION FORM

Accepting a Donation of Woodshop Equipment from Vernon Gary Hennon

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

Action Form No.: AF-186-2021
Work Session: July 6, 2021
First Reading: NA

Final Adoption: July 6, 2021
Staff Work By: Shirley Buchanan
Presentation By: M. Borders

Recommendation:
Approve the Resolution

Executive Summary:
Vernon Hennon donated approximately \$6,345 worth of equipment and supplies to our woodshop. This is good commercial equipment that the members will use.

- Attachments:**
1. Resolution
 2. List of Equipment

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF
WOODWORKING EQUIPMENT FROM VERNON GARY HENSON
TO THE KINGSPORT SENIOR CENTER

WHEREAS, Vernon Gary Henson would like to donate woodworking equipment, consisting of: a Jet 35" Wood Lathe, DeWalt Miter Saw, Wood Lathe Chuck, Jet Water Sharpener, Delta Bench Drill Press, Miscellaneous Stains and Finishes, 2 HP Skill Routers, Router Bit Set, 16" Dremel Scroll Saw, Porter Cable Air Nailer, Roto Zip Kit, 3 Sets of Lathe Tools, Wood Blanks, Chuck and Collets, Magnetic Lamp for Lathe, and 3 Handscrew Clamps to the city; and

WHEREAS, the city would like to accept this donation; and

WHEREAS, the equipment will be used at the Kingsport Senior Center.

Now therefore,

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

SECTION I. That the donation to the city from Vernon Gary Henson of woodworking equipment, is accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the donation of this resolution.

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

ADOPTED this the 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Woodshop Donated Equipment List

Vernon Gary Henson

Jet 35" Wood Lathe	\$1,000
Dewalt Miter Saw	\$660
Wood Lathe Chuck	\$170
Jet Water Sharpener	\$450
Delta Bench Drill Press	\$250
Misc Stains and Finishes	\$100
2 HP Skill Router	\$300
Router Bit Set	\$200
16" Dremel Scroll Saw	\$200
Porter Cable Air Nailer	\$125
Roto Zip Kit	\$150
3 Sets of Lathe Tools	\$650
Wood Blanks	\$1,800
Chuck and Collets	\$175
Magnetic Lamp for Lathe	\$40
<u>3 Handscrew Clamps</u>	<u>\$75</u>
Total	\$6,345



AGENDA ACTION FORM

Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2021-2022 Benefiting the General Welfare of Kingsport Residents

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

Action Form No.: AF-188-2021
Work Session: July 6, 2021
First Reading: NA

Final Adoption: July 6, 2021
Staff Work By: Jessica Harmon
Presentation By: Jessica Harmon

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2021-2022 benefiting the general welfare of Kingsport residents. The list of agencies and organizations is attached as supplemental information.

Attachments:

1. Supplemental Information
2. Resolution
3. Agreements

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *ant*

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

Supplemental Information – AF-188-2021

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2021-2022 benefiting the general welfare of City of Kingsport residents:

- Children's Advocacy Center of Sullivan County \$5,400
- Downtown Kingsport Association \$90,000
- First Tennessee Development District \$6,320
- First Tennessee Human Resource Agency \$9,212
- Holston Business Development Center \$33,840
- Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program \$43,000
- Kingsport Ballet (DANCE CO. Program) \$7,200
- Kingsport Housing and Redevelopment Authority for the Redevelopment Program \$30,000
- Kingsport Theatre Guild \$7,200
- PETWORKS Animal Services, Inc. \$300,000
- Symphony Of The Mountains \$7,500
- Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program \$25,000
- Kingsport Chamber Foundation for the Small Business Development and Entrepreneurship Program (KOSBE) \$94,000
- Healthy Kingsport \$40,000

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2021-2022 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2021-2022, benefiting the general welfare of city residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program; and the Healthy Kingsport Program.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for services in fiscal year 2021-2022, benefiting the general welfare of City of Kingsport residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program; and the Healthy Kingsport Program.

SECTION II. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2021-2022 budget.

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 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

WITNESSETH:

WHEREAS, CHILDREN'S CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.

2. DESCRIPTION OF THE PROJECT.

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

- The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse

B. Medical Examination Program

- The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

C. Child Protective Investigative Team

- Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.

D. Court Group

- The Child Advocacy Center provides several means of support to any child and family who have to appear in court.

E. Mother Advocate Program

- The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.

F. Transportation

- The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

4. **REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with

its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** CHILDREN'S CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.**

CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination

date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.
16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHILDREN'S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHILDREN'S CENTER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHILDREN'S CENTER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHILDREN'S CENTER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CHILDREN'S ADVOCACY
CENTER OF SULLIVAN
COUNTY, INC.**

Executive Director

Printed Name

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
DOWNTOWN KINGSPORT ASSOCIATION
“CENTRAL BUSINESS DISTRICT PROJECT”

THIS AGREEMENT made and entered into as of this ____ day of July, 2021, by and between the City of Kingsport, hereafter called “CITY” and the Downtown Kingsport Association, hereafter called “ASSOCIATION”.

WITNESSETH:

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.
2. **DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees as follows to undertake the following action items and responsibilities:
 - A. Implement the City’s policy and objectives for and in downtown Kingsport.
 - B. Maintain Main Street certification and implement the Main Street action program.
 - C. Undertake a marketing program for downtown Kingsport, which should include:
 1. Providing a printed and digital guide to downtown;

2. Creating and maintaining an up to date website promoting downtown; and
 3. Partnering with other entities (including CITY Public Information Staff) tasked with promoting Kingsport to provide an all-encompassing marketing approach. Meetings to discuss marketing plans and strategies shall occur no less than 6 times a year.
- D. Become the point of education for downtown stakeholders by conducting workshops for business and property owners. Utilize City of Kingsport staff members and other community members as presenters for knowledge based workshops as it relates to downtown.
- E. Work in partnership with other entities of the Chamber of Commerce and City Economic Development Director to promote vacant and leasable first floor storefronts within the central business district.
- F. Facilitate the installation of seasonal décor around downtown including but not limited to hanging flower baskets in the spring/summer months and the Christmas Decorations in the winter months.
1. Hanging flower basket decisions shall be coordinated with the City Landscape Specialist.
 2. Church Circle Tree decoration shall be the responsibility of the ASSOCIATION. The ASSOCIATION shall coordinate the installation of holiday lights with the City allowing for an appropriate amount of time to be agreed upon.
- G. Produce events that promote downtown, including by way of example:
1. Downtown Wine and Whiskey Festival
 2. Farm to Table Events
 3. Downtown Loft Holiday Tours
 4. First Thursdays
 5. Merchant Open House Events
 6. Christmas Tree Lighting & Parade
 7. Small Business Saturday
 8. July 4th Celebration
- H. Work in conjunction with other organizations hosting events in the downtown core to assist in promotion when applicable.
- I. Facilitate projects that directly relate to the Downtown Master Plan, when appropriate
- J. Facilitate any maintenance needed with the Church Circle Improvements.

K. Maintain an active Design Committee that takes the initiative in looking for ways to improve aesthetics in the Downtown.

L. Such other responsibilities as the board of mayor and aldermen may request and the DKA accept.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed NINETY THOUSAND and NO/100 DOLLARS (\$90,000) which shall be paid in two equal installments. The first installment of FORTY-FIVE THOUSAND and NO/100 DOLLARS (\$45,000) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. The second installment of FORTY-FIVE THOUSAND and NO/100 DOLLARS (\$45,000) will be paid to the ASSOCIATION no later than January 7, 2022.

4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will submit a report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The reports are due upon the proper execution of this Agreement by all parties and on January 3, 2022.

5. **REIMBURSEMENT BY CITY.** CITY will review the semiannual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** ASSOCIATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no

less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$90,000.00.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. ASSOCIATION will hold regularly scheduled meetings with the ASSOCIATION Board, as stated in ASSOCIATION By-Laws, to provide updates on events, financial matters, and other information as deemed necessary.
14. **PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen at a public meeting during the second and fourth quarters of the fiscal year to describe the status of the project.
16. **INDEPENDENT CONTRACTOR.** ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any

representation, contract or commitment on behalf of CITY. Neither ASSOCIATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

DOWNTOWN KINGSPORT ASSOCIATION

JUD TEAGUE
Secretary

ATTEST:

Robin Cleary
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM;

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

WITNESSETH:

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.
2. **DESCRIPTION OF THE PROJECT.**
FTDD agrees as follows:
 - A. To be a liaison for local governments and state and federal governments.
 - B. To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination

functions and technical assistance.

C. To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).

4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FTDD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, ~~2020~~ 2022.
15. **REPORTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FTDD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FTDD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FTDD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE
DEVELOPMENT DISTRICT**

Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE FIRST TENNESSEE HUMAN RESOURCE AGENCY

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

WITNESSETH:

WHEREAS, FIRST TENNESSEE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.
- 2. DESCRIPTION OF THE PROJECT.**

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

- Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
- Provide educational assistance with banking, budgeting, and bill payments.

- Provide medication pick-up and monitoring as well as assistance with medical appointments and transportation to those appointments.
- Provide coordination with area agencies and local charities and assistance with utilization of other public services.

B. Provide self-sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).

4. **REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FIRST TENNESSEE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.
16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FIRST TENNESSEE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FIRST TENNESSEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FIRST TENNESSEE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE HUMAN
RESOURCE AGENCY**

JASON CODY
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE,

AND

**HOLSTON BUSINESS GROUP
SMALL BUSINESS INCUBATOR PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2021, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

WITNESSETH:

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

This Agreement will be for a term of twelve (12) months commencing July 1, 2021 through June 30, 2022, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1. In no event will CITY participate in project expenses incurred after June 30, 2022, without its written consent.

II. SCOPE OF WORK.

HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.

III. MONITORING AND REPORTING REQUIREMENTS.

HOLSTON prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

IV. COMPENSATION.

- A. CITY will pay HOLSTON Thirty Three Eight Hundred and Forty Dollars and NO/100 (\$33,840.00) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2021; October 1, 2021; January 1, 2022; and April 1, 2022).

- C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- D. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.
- E. HOLSTON will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

HOLSTON will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

- A. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the obligations of this Agreement, or if HOLSTON violates any of the covenants, agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and written notice specifying such default and HOLSTON will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. ASSURANCES.

HOLSTON hereby assures CITY that HOLSTON is legally entitled to funds from CITY.

XII. REPORTING.

HOLSTON will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

HOLSTON BUSINESS GROUP

Executive Director

ATTEST:

By: _____

CITY OF KINGSPORT, TENNESSEE

ATTEST:

City Recorder

PATRICK W. SHULL
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BETWEEN THE CITY OF KINGSPORT, TENNESSEE, AND THE HOLSTON BUSINESS GROUP FOR THE SMALL BUSINESS INCUBATOR PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted (CY 2020): 72
2. Total employment of assisted start-ups (CY 2020): 46
3. Announced capital investment (CY 2020): \$168,000
4. “Graduation” rate (the number of businesses that leave the incubator and locate in Kingsport): 6%
5. Jobs created (CY 2020): 9

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT CHAMBER FOUNDATION
“KEEP KINGSPORT BEAUTIFUL PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
- 2. DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:

- Litter prevention.
 - o Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
 - o Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
 - o Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
 - o Involving the community with the annual Great American Cleanup.
- Beautification of the environs.
 - o Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
 - o Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
- Promotion of recycling.
- Promotion of environmental improvements.
- Increase public awareness through education and promotion.
 - o Coordinating the annual Conservation Camp for 4th graders.
 - o Maintaining the Environmental Reading program and other educational programs.
- Recognition of excellence in environmental and beautification improvements.
 - o Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
 - o Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.
- Continually seek out new funding opportunities through local, state and federal grants and sponsorships.
- Coordinate with CITY Public Information staff on cross promotion of events and activities.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY THREE THOUSAND DOLLARS and NO/100 (\$43,000.00).

4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$21,500.00) each. The first payment shall be made following execution of this Agreement by both parties. The second installment payment shall be made no later than

January 7, 2022. FOUNDATION shall send reports of its actual net operating cost to CITY on a semi-annual basis and CITY may withhold payment should FOUNDATION fail to satisfy this obligation.

5. REIMBURSEMENT BY CITY. CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. AUDITS. FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. CHANGES. Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. ASSIGNMENT AND SUBLETTING. FOUNDATION will not assign any rights to funds without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and

equitable compensation for any eligible operating expenses paid or incurred as of the termination date.

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.
16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such

indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT CHAMBER FOUNDATION

MILES BURDINE
Secretary

ATTEST:

By: _____
SHARON HAYES
Director, Keep Kingsport Beautiful

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM;

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT BALLET
“DANCE CO.”

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

WITNESSETH:

WHEREAS, KINGSPORT BALLET is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT BALLET.
2. **DESCRIPTION OF THE PROJECT.**

KINGSPORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLETT under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS and NO/100 (\$7,200.00).
4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLETT will bill CITY for payment of funds after July 1, 2021, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KINGSPORT BALLETT prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. KINGSPORT BALLETT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLETT with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLETT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLETT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLETT will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLETT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS and NO/100 (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLETT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT BALLETT hereby assures CITY that KINGSPORT BALLETT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLETT will provide any relevant information requested by CITY concerning KINGSPORT BALLETT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KINGSPORT BALLETT have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to KINGSPORT BALLETT can be used to reimburse KINGSPORT BALLETT for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** KINGSPORT BALLETT will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KINGSPORT BALLETT assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLETT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT

BALLET is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLET nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT BALLET, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

KINGSPORT BALLET will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT BALLET'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT BALLET and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT BALLET and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT BALLET

BERTINA S. DEW
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY
“REDEVELOPMENT PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

WITNESSETH:

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide administrative services for the City's Redevelopment Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by KHRA.
2. **DESCRIPTION OF THE PROJECT.**

KHRA agrees as follows:

- A. To provide the City of Kingsport with Redevelopment Program administrative services including plan preparation, project implementation activities, grants management and preparation, coordination functions and technical/legal assistance.
- B. Work with the Kingsport Economic Development Board and the City to encourage and promote redevelopment of blighted and underutilized areas of the city.
- C. Work with the Kingsport Economic Development Board and its Façade and Redevelopment Committee to promote the aesthetics for the downtown area and the

redevelopment of downtown properties through the Façade and Redevelopment Grant Program.

- D. KHRA will work with the city to identify and redevelop old industrial sites and infrastructure.
 - E. KHRA will work to complete the redevelopment of all KHRA housing.
 - F. KHRA will work to redevelop existing inventory, including vacant land, or explore alternative uses for the property and present a plan for moving forward.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).
4. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to the amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KHRA prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. KHRA will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees

to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2021. In no event shall CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen a quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KHRA, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

KHRA will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KHRA'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KHRA and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KHRA and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT HOUSING AND
REDEVELOPMENT AUTHORITY**

TERRY CUNNINGHAM
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT THEATRE GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

WITNESSETH:

WHEREAS, THEATRE GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide productions. The staff and actors are from the Greater Tri-Cities area. The THEATER GUILD hosts a Youth Camp and Teen Camp in the summer and partners with Barter Youth Academy to provide workshops in the fall, spring and summer targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.

2. DESCRIPTION OF THE PROJECT.

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2021-2022 theatre season.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2021, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** THEATRE GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** THEATRE GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.
16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD

is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by THEATRE GUILD, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

THEATRE GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with THEATRE GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of THEATRE GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THEATRE GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT THEATRE GUILD

TINA RADTKE
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

CITY OF KINGSPORT, TENNESSEE

AND

PETWORKS ANIMAL SERVICES, INC.

OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

WITNESSETH:

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control and animal shelter services; and

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

SECTION 2. DESCRIPTION OF THE PROJECT.

CENTER agrees as follows:

- A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no

event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.

- B. Endeavor to answer all calls for service within the corporate limits, though CENTER is not required to maintain a dedicated dispatch employee. CENTER shall have a message on their answering machine that directs callers to leave a message or dial 911 in case of an emergency. Missed calls are expected to be returned the next business day at the latest.
- C. Maintain regular posted hours of operation at its premises, on its website and on all social media platforms which CENTER maintains, such hours being open to the public a minimum of four (4) hours, five days per week either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, public health emergencies, or other unusual occurrences. Notice of all unscheduled closings should be provided to the Office of the City Manager prior to closing of the facility.
- D. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. The number of staff shall be maintained at a rate consistent with budgeted positions. Vacant positions shall be filled in a timely manner to eliminate any gap in service. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement. All staff shall be appropriately trained on the day to day operations of the CENTER as well as all laws that relate to the CENTER.
- E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.
- F. Admit animals to the facility on a daily basis, except on those holidays and occurrences when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for Animal Control Officers for after-hours or emergency admissions to the shelter. The following constitutes an emergency:

- i. Vicious domestic animal or domesticated animal that poses a threat to human life.
 - ii. An animal whose owner law enforcement officials or other government officials have detained and whose welfare depends on being placed into protective custody by animal control.
 - iii. An animal whose life is endangered unless immediate care/assistance is provided.
 - iv. Anytime confirmation is made by medical authority or a law enforcement officer that an animal has bitten a human.

- G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes.

- H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.

- I. Maintain an up to date website with hours of operation and phone number.

- J. Maintain an animal lost and found service.

- K. Maintain appropriate administrative records.

- L. Prepare a monthly administrative report for CITY to be delivered no later than the 10th day of each month which will include the following information on the previous month's activities:
 - i. Total number of animals brought in – including when available – the location where the animal came from and identification of the source of the animal;
 - ii. Purpose for which each animal was brought to the facility;
 - iii. Total number of rabies test performed;
 - iv. Number of animals reclaimed by owners – and length of stay;
 - v. Number of animals euthanized;
 - vi. Number of animals remaining at shelter; and
 - vii. Record of all monetary transactions.

In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY. Furthermore, CENTER shall present to the Board of Mayor and Aldermen at the end of the third quarter of the fiscal year on the operations of the CENTER.

- M. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and

aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).

- N. Provide information on animals brought to the shelter to a newspaper of general circulation within city.
- O. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.
- P. Provide for the training of assistants to work at the shelter.
- Q. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

SECTION 3. RESPONSIBILITY FOR EXPENSES.

It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

- A. CENTER will pay for all food for the animals in the program.
- B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.
- C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.
- D. CENTER will perform, and bear the expense for all euthanasia and will assume responsibility for final disposal of animals.
- E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.
- F. CENTER will coordinate with the Tennessee Wildlife Resources Agency and other local organizations for the care, relocation, removal and /or disposal of wild animals in the corporate limits of the CITY.
- G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will

then have five (5) additional days for adoption of animals. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately euthanized following the waiting period or upon meeting the requirements of City Ordinance 14-85 be euthanized immediately.

SECTION 4. MAXIMUM PAYMENT.

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), except as approved by CITY. The payment will be made on July 1, 2021.

SECTION 5. PAYMENT BY CITY.

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 6. AUDITS.

CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- A. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- B. A description of the program that serves the residents of the municipality; and
- C. The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.

CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State. CENTER will present bi-annually the accounting and record keeping documents to the CENTER Board of Directors.

SECTION 8. LIABILITY.

CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of CENTER, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

A. CENTER will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.

B. CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER, its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. CENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by CITY; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement

SECTION 10. INDEPENDENT CONTRACTOR.

CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CENTER, or its employees or agents.

SECTION 11. CHANGES.

This Agreement may be amended only by a written instruments signed by properly authorized representatives of CITY and CENTER.

SECTION 12. ASSIGNMENT AND SUBLETTING.

CENTER may not assign this Agreement without the express written consent of CITY.

SECTION 13. TERMINATION.

This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION 15. ASSURANCES.

CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

SECTION 16. OPERATING INFORMATION.

CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

SECTION 17. PROJECT TERM.

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

SECTION 18. MISCELLANEOUS.

This written Agreement represents the entire Agreement of the parties and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CITY OF KINGSPORT,
TENNESSEE**

**PETWORKS ANIMAL SERVICES, -
INC.**

Patrick W. Shull
Mayor

Tom Parham
President

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. Michael Billingsley
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
SYMPHONY OF THE MOUNTAINS

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

WITNESSETH:

WHEREAS, SYMPHONY is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.
2. **DESCRIPTION OF THE PROJECT.** SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to SYMPHONY under this Agreement will not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2021, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** SYMPHONY prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.
16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and

CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with SYMPHONY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYMPHONY and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYMPHONY and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

SYMPHONY OF THE MOUNTAINS

MELISSA ROBERTS
General Manager

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION, INC.
"MOVE TO KINGSPORT PROGRAM"**

THIS AGREEMENT made and entered into as of the 1st day of July, 2021, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

WITNESSETH:

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort to enhance current efforts and to actively recruit residents of quality to Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for residential recruitment support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

The term for this Agreement is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.

II. SCOPE OF WORK.

- A. The scope of work for this Agreement will be to assist in the enhancement and formulation of the Chamber's program of processing relocation inquiries and relocation recruiting as a non-traditional form of economic development.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Accordingly the CHAMBER agrees:
 1. Establish and continue on with a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate professionals and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors of the Chamber; and
 2. To maintain the necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment program; and
 3. To provide some or all of the following, as needed:
 - Maintain a dedicated internet web site (movetokingsport.com) as the primary source to recruit people to move to Kingsport.
 - Establish and implement a marketing plan to promote said web site. Coordinate marketing efforts with CITY Public Information Department.
 - Enhance, expand and synergize existing materials used to respond to relocation inquiries, including a 4-color relocation guide to Kingsport, movetokingsport.com information, Kingsport map, real estate information, employment information and other community information.
 - Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.
 - Continue the employer assistance program in recruiting professionals to live and work in Kingsport.

III. MONITORING AND REPORTING REQUIREMENTS.

CHAMBER will provide CITY with annual written reports delivered by the third Monday in February where CHAMBER will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the report and present an update. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on residential recruitment, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

- A. CITY will pay CHAMBER TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00) for the term of this agreement for services provided as described in Section II Scope of Work.
- B. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- C. CHAMBER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

- D. CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in

Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CHAMBER will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

A. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this Agreement, CHAMBER will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but

not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

XII. ASSURANCES.

CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

XIII. INDEPENDENT CONTRACTOR. CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or their employees or agents.

XIV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

KINGSPORT CHAMBER FOUNDATION, INC.

MILES BURDINE
Secretary

ATTEST:

JUD TEAGUE
Executive Director, Visit Kingsport

CITY OF KINGSPORT, TENNESSEE

ATTEST:

City Recorder

PATRICK W. SHULL
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE MOVE TO KINGSPORT PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on interest in relocating to Kingsport as well as actual relocations, and will be tracked each year by the parties for that purpose.

1. Number of relocation requests received and served by the Chamber:
(CY 2020) 739 (269 mail, 470 online)
Source: Annual survey of prospects
2. Number of “unique visitors” on the movetokingsport.com web site:
(CY 2020) 14,351
Source: Annual survey of prospects
3. Number of newcomers as evidenced by water taps:
(CY 2020) 627 from > 35 miles away; 2,297 from < 35 miles away
Source: Finance Department

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION
“SMALL BUSINESS DEVELOPMENT
AND ENTREPRENEURSHIP PROGRAM”**

THIS AGREEMENT made and entered into as of the 1st day of July 2021, by the City of Kingsport, hereinafter called “CITY,” and the Kingsport Chamber Foundation, Inc., hereinafter called “FOUNDATION.”

W I T N E S S E T H:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§ 6-54-111 and 48-51-101 *et seq.*, and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tenn. Code Ann. § 6-54-111, and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that FOUNDATION be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the FOUNDATION is willing to create the Office of Small Business Development and Entrepreneurship; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

The term for this Agreement is from July 1, 2021, to June 30, 2022. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.

II. SCOPE OF WORK.

- A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship. Notwithstanding anything in this agreement to the contrary, all funds provided by the CITY under this agreement will be used only to accomplish the purposes set forth in this Section II.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by FOUNDATION with input from CITY and other members of the small business community.
- C. FOUNDATION will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Under separate agreement, FOUNDATION may manage the small business incubator program.
- F. The parties agree to jointly establish the criteria, qualifications, and job descriptions for the fulltime small business development professional contemplated to be hired by FOUNDATION pursuant to this Agreement. Accordingly, the FOUNDATION agrees:
 - 1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
 - 2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and

3. Coordinate with CITY public information staff for the marketing and promotion of events related to FOUNDATION programming; and

4. to provide some or all of the following, as needed:

- Establish an education course in entrepreneurship – “School of Entrepreneurship – Small Business University” . . . Celebrate both success and failure to encourage risk taking;
- Establish a pool of funds (loans, grants, venture capital, *etc.*);
- Expand the Business Advisory Panel. Make it available to more businesses; (Make it mandatory for those who receive a loan, grant venture capital, *etc.*)
- Establish incentives program;
- Continue seminars and training opportunities;
- Live Here. Play Here. Shop Here. Dine Here. “Shop Here First Program.”;
- Establish a database of goods and services available and/or needed locally – Business-to-Business;
- Create an environment that makes Kingsport the location of choice for healthcare providers;
- Link to Holston Business Development Center;
- Link to FOUNDATION networking opportunities;
- Link to local business parks and retail/commercial locations;
- Link to KHRA for redevelopment opportunities;
- Link to developers;
- Link to government agencies (especially City);
- Link to KEDP;
- Solicit and address concerns/problems from existing businesses. Use a combination of BMA members, business leaders, city staff, and executive director of the Office of Small Business Development;
- Maintain a working knowledge of available state/federal programs that can assist small businesses;
- Link to grant writers as appropriate (critical for technology-based businesses);
- Link to Sullivan County Economic Development Partnership.
- Link to tourism (KCVB and NETTA);
- Link to First Tennessee Development District;
- Link to Northeast Tennessee Tech Council;
- Recruit people to start businesses in Kingsport (local, national, and international);
- Create positive attitude for doing business in Kingsport;
- Continue lobbying local, state, and federal officials for the benefit of small business;

- Develop program for employee recruiters (program will be similar to one developed for physicians);
- Continue *Kingsport Times-News* Small Business Start-Up contest.
- Emphasize ribbon cuttings/groundbreakings;
- Expand program that helps businesses recruit key employees.

III. MONITORING, REPORTING, and AUDIT REQUIREMENTS.

- A. FOUNDATION will provide CITY will quarterly written reports due on or before the third Monday of September, December, March, and June. On the third Monday in September and the third Monday in March FOUNDATION will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by FOUNDATION toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, FOUNDATION will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.
- B. FOUNDATION prior to receiving funds pursuant to this Agreement must file with the city clerk a copy of an annual report of its business affairs and transactions that include, but is not limited to:
1. either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 2. a description of the program that serves the residents of the municipality; and
 3. the proposed use of the municipal assistance.
- C. The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under Tenn. Code Ann. § 6-56-105.
1. As a condition to receiving the funding set forth herein FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
 2. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no

less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

IV. COMPENSATION.

- A. CITY will pay FOUNDATION a total of NINETY FOUR THOUSAND and NO/100 Dollars annually for services provided under this Agreement as described in Section II Scope of Work. Payment shall be made in two (2) equal installments of FORTY-SEVEN THOUSAND DOLLARS and NO/100 (\$47,000.00) the first of which to be paid on July 1, 2021. The second installment is to be paid on January 1, 2022, provided the agreement is not otherwise terminated.
- B. FOUNDATION will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000-\$50,000) from sources other than CITY to fund the balance of this program. FOUNDATION will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line item reports used by city departments. FOUNDATION will also provide some in kind contributions including work from members of the staff of FOUNDATION to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

V. ASSIGNMENT, SUBCONTRACTING, OR ACQUISITION OF CONSULTANTS.

The FOUNDATION will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. FOUNDATION will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

FOUNDATION will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

- A. FOUNDATION will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, FOUNDATION will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability, or any other legally protected status.

VIII. TERMINATION.

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINETY FOUR THOUSAND and NO/100 Dollars (\$94,000.00).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. FOUNDATION designates the Corporate Secretary as its representative for this Agreement. FOUNDATION will provide any relevant information requested by CITY concerning the small business program of FOUNDATION, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of FOUNDATION, and will be entitled to attend all meetings of FOUNDATION, and participate on all issues before the Board.

XII. ASSURANCES.

FOUNDATION hereby assured CITY that FOUNDATION is legally entitled to funds from CITY.

XIII. REPORTING.

FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.

XIV. INDEPENDENT CONTRACTOR.

FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or their employees or agents.

XV. INDEMNIFICATION FOR DAMAGES, TAXES, and CONTRIBUTIONS.

FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officer, agents, employees, and volunteers from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

KINGSPORT CHAMBER FOUNDATION

MILES BURDINE
Secretary

ATTEST:

AUNDREA SALYER, Executive Director
Kingsport Office of Small Business
Development & Entrepreneurship

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

CITY OF KINGSPORT, TENNESSEE

PATRICK W. SHULL
Mayor

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA FOUNDATION OF COMMERCE, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM.

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted: 338
Source: Prospect Management
2. Total employment of assisted start-ups: 1,658
Source: Annual survey of prospects
3. Announced Capital Investment: \$4,699,284
Source: Annual survey of prospects
4. Survival Rate: 10%
Source: Annual survey of prospects
5. Jobs Creation: 32
Source: Annual survey of prospects
6. Number of Businesses using Advisory Panel: 83
Source: Annual survey of prospects

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT CHAMBER FOUNDATION
“HEALTHY KINGSPORT PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2021, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Healthy Kingsport Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
2. **DESCRIPTION OF THE PROJECT.**

FOUNDATION will work to develop and promote programs designed to promote positive health outcomes and provide information to improve the health for the citizens of Kingsport. FOUNDATION agrees as follows to undertake the following action items and responsibilities:

- A. Work in coordination with the City Leisure Service Departments to promote recreational activities.

- B. Create programming that focuses on healthy initiatives that can be done year round.
 - C. Produce events located in different areas throughout the entire City Limits that reflect FOUNDATION initiatives.
 - D. Work with the Kingsport City School system to create programming centered on a healthy lifestyle including but not limited to smoking prevention, substance abuse, underage drinking, nutrition, and exercise.
 - E. Maintain a website with current information on topics relative to general health and wellbeing as well as event and partner opportunities.
 - F. Coordinate marketing/promotions with CITY public information staff.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY THOUSAND and NO/100 DOLLARS (\$40,000.00).
4. **REQUEST FOR REIMBURSEMENT.** FOUNDATION will bill CITY for payment of funds after July 1, 2021, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books,

records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The

report shall be transmitted to the Board of Mayor and Aldermen during the second and fourth quarters of the fiscal year.

16. INDEPENDENT CONTRACTOR. FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT CHAMBER FOUNDATION

MILES BURDINE
Secretary

ATTEST:

By: _____
AIESHA BANKS
Director, Healthy Kingsport

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM;

J. MICHAEL BILLINGSLEY
City Attorney



AGENDA ACTION FORM

Authorizing the City Manager to Approve Certain Materials Agreements

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

Action Form No.: AF-214-2021
Work Session: July 6, 2021
First Reading: N/A

Final Adoption: July 6, 2021
Staff Work By: Jessica Harmon
Presentation By: Jessica Harmon

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport has evaluated policies and procedures related to our development processes over the course of the past 18 months. This evaluation has resulted in some regulation/policy changes in an effort to spur single family housing construction to meet the demands we are seeing. Currently the Materials Agreement Policy adopted by Resolution 2007-084 requires Board of Mayor and Aldermen approval of all Materials Agreements.

In an effort to increase efficiency in our processes, it is proposed to change that policy to allow the City Manager to sign off on Materials Agreements that fall within the purchasing limit authorized under the City Code (\$50,000). These agreements would then be placed under "Communication" on the next Board of Mayor and Aldermen agenda so that they can be included in the record. This process change would allow material to be ordered quicker, thus allowing a developer to get started sooner than anticipated. Final approval by the board will still be required before release of the cash bond.

This policy change mirrors several of our surrounding communities.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AMENDING THE MATERIALS AGREEMENT POLICY ADOPTED BY RESOLUTION No. 2007-084 TO AUTHORIZE THE CITY MANAGER TO APPROVE MATERIALS AGREEMENTS WHICH DO NOT EXCEED THE PURCHASING LIMITS SET FORTH IN KINGSFORT CODE OF ORDINANCES SECTION 2-592, AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a Materials Agreement Policy was adopted by the Board of Mayor and Aldermen through Resolution No. 2007-084 on December 19, 2006; and

WHEREAS, pursuant to said policy the Board of Mayor and Aldermen must approve and execute all materials agreements; and

WHEREAS, an amendment to the policy to allow the City Manager to approve materials agreements which do not exceed the purchasing limit established by Kingsport Code of Ordinances section 2-592 will facilitate the more timely acquisition of water and sewer materials in an effort to spur single family housing construction in order to meet demand; and

WHEREAS, to insure the benefits of the materials agreement policy are communicated to the board, the City Manager shall report on all materials agreements at the regularly scheduled board meeting immediately following execution of such an agreement and board approval shall still be required prior to the release of the required cash bond.

Now therefore,

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

SECTION I. That the Materials Agreement Policy adopted by Resolution 2007-084 is hereby amended to read as follows:

MATERIALS AGREEMENT POLICY

Under certain conditions, the City of Kingsport will provide water and sewer materials for a residential land developer's use within a proposed major subdivision subject to the following criteria and upon proper approval of an executed written Materials Agreement between the City and the developer.

1. The property is a Major Subdivision as defined by Kingsport Regional Planning Commission's Subdivision Regulations.
2. The Property is located within City of Kingsport Corporate limits.
3. Only water and sewer materials will be provided and are limited to the following:
 - a. Water pipe and vales 6" in diameter or larger or fire hydrants;
 - b. Sewer pipe 6" in diameter or larger and sewer manholes.

4. No other materials including those necessary for the proper construction of the infrastructure including but not limited to stone, pumping stations, electrical components, asphalt, silt fence, etc. will be provided.
5. Preliminary plat approval by the Kingsport Regional Planning Commission is required prior to:
 - a. City Manager approval and authorized execution of a Materials Agreement when the cost for the allowable materials do not exceed the City Manager's purchasing authority as established by Kingsport Code of Ordinances section 2-592; or
 - b. Board of Mayor and Aldermen approval and authorized execution of a Materials Agreement when the cost for the allowable materials exceed the City Manager's purchasing authority as established by Kingsport Code of Ordinances section 2-592.
6. For any Materials Agreements approved and authorized by the City Manager the Board of Mayor and Aldermen shall be advised of the terms of said agreement at the regularly scheduled Board of Mayor and Aldermen meeting which immediately follows execution of the Materials Agreement.
7. Eligible developers will post a cash bond covering the cost of the materials provided by the City that will be available for refund (minus sales tax) upon completion of the project and approval of the City engineer, Kingsport Regional Planning Commission, and Board of Mayor and Aldermen.
8. Eligible developers must employ a contractor licensed in the State of Tennessee to perform utility construction. The minimum qualification is a MU-A 2,3 licensure.
9. This policy applies only to projects with a start dates of July 7, 2021, or later.

SECTION II. That this resolution is for a public purpose and will benefit the public comfort, prosperity, and welfare.

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

ADOPTED this the 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Authorize the Mayor to Execute Various Subrecipient Agreements

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

Action Form No.: AF-212-2021
Work Session: July 6, 2021
First Reading: NA

Final Adoption: July 6, 2021
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Recommendation:

Approve the Resolution

Executive Summary:

At its business meeting on May 18, 2021, the Board of Mayor and Aldermen approved the Annual Action Plan for the Community Development Program funded by the Department of Housing and Urban Development (HUD). The plan included a portion of CDBG funding for Public Services programs to be allocated at a later date through partner agreements. Those agreements include agencies identified on the supplemental information page. The partner agreements are for a period of one year, starting July 1, 2021 and ending on June 30, 2022.

Attachments:

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *me*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK FUNDING IN FISCAL YEAR 2021-2002.

WHEREAS, as part of the city's Annual Action Plan a portion of Community Development Block Grant funding was allocated to public service programs; and

WHEREAS, the city now desires to enter into partner agreements in order to provide funding to agencies which will provide public service programs; and

WHEREAS, those agencies receiving funding are Meals on Wheels (\$8,500), CASA 4 Kids (\$15,000), Second Harvest Food Bank of Northeast Tennessee (\$10,000), Greater Kingsport Family YMCA (\$8,100), and United Way of Greater Kingsport (\$25,000).

Now therefore,

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

SECTION I. That agreements with Meals on Wheels; CASA 4 Kids; Second Harvest Food Bank of Northeast Tennessee; Greater Kingsport Family YMCA; and United Way of Greater Kingsport are 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, agreements for the provision of public service programs in fiscal year 2021-2022 with Meals on Wheels; CASA 4 Kids; Second Harvest Food Bank of NE TN; Greater Kingsport Family YMCA and United Way of Greater Kingsport, said agreements being generally as follows:

**GRANT CONTRACT
BETWEEN THE CITY OF KINGSFORT, TENNESSEE
AND
[AGENCY NAME]**

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the "City" and [AGENCY NAME] hereinafter referred to as the "Operating Agency", is for the provision of services to the homeless and those at risk for homelessness under the Community Development Block Grant Program ("CDBG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES).

Operating Agency's address: [AGENCY ADDRESS]

Operating Agency's Edison Vendor ID #: [AGENCY VENDOR NUMBER – IF APPLICABLE]

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Operating Agency shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant contract.

A.2. To provide and operate public service activities to low and moderate income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.

A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Operating Agency's duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:

a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.), as amended (the "Federal CDBG Regulations").

b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.

A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.

A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a three (3) year period in accordance with the requirements of 24 CFR Part 570.

A.7. To furnish to the City all reports required to be filed in accordance with any directives of the City and within the time period prescribed by the City for such reports.

B. TERM OF GRANT CONTRACT:

B.1. Grant Term. This Grant Contract shall be effective on **July 1, 2021** ("Effective Date") and extend for a period of twelve (12) months after the Effective Date to **June 30, 2022** ("Term"). The City shall have no obligation for goods or services provided by the Operating Agency prior to the Effective Date or extending beyond the close of the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the City under this Grant Contract exceed [FUNDING AMOUNT] ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency 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 Operating Agency.

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

C.3. Payment Methodology. The Operating Agency 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 Operating Agency shall submit invoices, in form and substance acceptable to the City, with all necessary supporting documentation, prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Operating Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "City 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 Operating Agency shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:

City of Kingsport
Office of Housing and Community Development
415 Broad Street, Kingsport, Tennessee 37660
Attention: Jessica McMurray

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Operating Agency shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.

a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Operating Agency shall refund the difference to the City. The Operating Agency shall submit said refund with the final grant disbursement reconciliation report.

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

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

d. The Operating Agency 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 Operating Agency request reimbursement for indirect costs, the Operating Agency must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Operating Agency 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 Operating Agency 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 Operating Agency agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Operating Agency.

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 City of Kingsport Departments of Finance and Administration Policies or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the City shall not prejudice the City's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the City 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 Operating Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.12. City's Right to Set Off. The City reserves the right to deduct from amounts that are or shall become due and payable to the Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency has a right to receive payment from the City.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.

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 Kingsport and Tennessee laws and regulations.

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

D.4. Termination for Cause. If the Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency violates any terms of this Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Operating Agency shall not be relieved of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.

D.5. Subcontracting. The Operating Agency 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 City. If such subcontracts are approved by the City, 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 Operating Agency shall remain responsible for all work performed.

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

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Operating Agency is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development.

D.7. Lobbying. The Operating Agency 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 Operating Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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 City:

Jessica McMurray
City of Kingsport Office of Housing and Community Development
415 Broad Street, Kingsport, Tennessee 37660
Telephone 423-224-2877

Email JessicaMcMurray@kingsporttn.gov

The Operating Agency:

[AGENCY NAME]

[AGENCY ADDRESS]

Kingsport, TN 37663

Telephone _____

Email _____

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 City reserves the right to terminate this Grant Contract upon written notice to the Operating Agency. The City's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the City. Upon receipt of the written notice, the Operating Agency

shall cease all work associated with the Grant Contract. Should such an event occur, the Operating Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Operating Agency shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Operating Agency agrees 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 Operating Agency 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 Operating Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The City and the Operating Agency 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 the Grant Contract.

a. The Operating Agency warrants to the City that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Operating Agency warrants that it will cooperate with the City, including cooperation and coordination with City 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 City and the Operating Agency 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 City and the Operating Agency in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant 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 Operating Agency will indemnify the City and hold it harmless for any violation by the Operating Agency 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 City because of the violation.

D.12. Public Accountability. If the Operating Agency 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 Operating Agency on behalf of the City, the Operating Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Operating Agency shall also display in a prominent place, located near the passageway through which public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") inches 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 City. The City shall obtain copies of the sign from HUD, and upon request from the Operating Agency, provide Operating Agency 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 Operating Agency in relation to this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Operating Agency in relation to this Grant Contract shall be approved by the City.

D.14. Licensure. The Operating Agency and its employees and all sub-Operating Agencies 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 Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Operating Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Grant 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 City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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, Audit Requirements, and Cost Principles for Federal Awards*.

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

The Operating Agency 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 Operating Agency shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

D.16. Monitoring. The Operating Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

D.17. Progress Reports. The Operating Agency shall submit brief, periodic, progress reports to the City as requested.

D.18. Reports. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency shall submit, within one (1) month of the conclusion of the Term, a CDBG annual report to the City.

D.19. Audit Reports. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Operating Agency may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.

The audit contract between the Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Operating Agency 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 Operating Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.

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.

The Operating Agency, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Operating Agency's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. City Liability. The City shall have no liability except as specifically provided in this Grant Contract.

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, workaroud 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 Operating Agency's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Operating Agency will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City 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 Operating Agency's performance longer than forty-eight (48) hours, the City may, upon notice to Operating Agency: (a) cease payment of the fees until Operating Agency 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. Operating Agency will not increase its charges under this Grant Contract or charge the City any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Operating Agency 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. City Interest in Equipment or Motor Vehicles. The Operating Agency 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 City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City'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 costs which equals or exceeds five thousand dollars (\$5,000). 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 City in the equipment or motor vehicles acquired by the Operating Agency 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 City in the equipment or motor vehicles acquired by the Operating Agency

pursuant to the provisions of this program's prior year Grant contracts between the City, and the Operating Agency.

The Operating Agency grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Operating Agency 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 Operating Agency hereby grants the City a security interest in said equipment or motor vehicles. The Operating Agency agrees that the City 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 Operating Agency agrees to execute and deliver to the City, upon the City's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as the City may require to perfect a security interest with respect to said equipment or motor vehicles. The Operating Agency 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 City may reasonably require. Without the prior written consent of the City, the Operating Agency 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 Operating Agency'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 City shall have the remedies of a secured party under the Uniform Commercial Code and, at the City's option, may also invoke the remedies herein provided.

The Operating Agency 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 Operating Agency 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. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- 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 Operating Agency's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Operating Agency no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.
- k. The Operating Agency 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 Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences. The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

l. The Operating Agency 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 City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Operating Agency shall notify the City, 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 Operating Agency shall be responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.

m. 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 Operating Agency shall request written approval from the City 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. City, State and Federal Compliance. The Operating Agency shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Operating Agency 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 Operating Agency acknowledges and agrees that any rights or claims against the City of Kingsport 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. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.

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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, 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 hereof shall not be affected thereby 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.

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 control.

E.2. Debarment and Suspension. The Operating Agency 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 the date of 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 the date of this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Operating Agency shall provide immediate written notice to the City 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.

E.3. Work Papers Subject to Review. The Operating Agency shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4. 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 Operating Agency 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 Operating Agency 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 a part of any subcontract related to this Grant Contract.

E.5. Hold Harmless. To the extent permitted by State law, the Operating Agency agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, 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 Operating Agency, its employees, or any person acting for or on its or

their behalf relating to this Grant Contract. The Operating Agency further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

E.6. Federal Funding Accountability and Transparency Act ("FFATA"). This Grant requires the Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency's Executives.

(1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency's preceding completed fiscal year, if in the Operating Agency's preceding fiscal year it received:

i. 80 percent or more of the Operating Agency's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and

ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 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 Operating Agency's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings or 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 of property) for the executive exceeds \$10,000.

b. The Operating Agency must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.

c. If this Grant Contract is amended to extend the Term, the Operating Agency must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Operating Agency will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Operating Agency's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be

obligated to pay any outstanding invoice received from the Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.

E.7. Training. The Operating Agency agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.

E.8. CDBG Program Requirements. Under this Grant Contract, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Operating Agency agrees and certifies to comply with all applicable HUD requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:

a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.

b. The Operating Agency will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:

1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
2. 24 CFR 570 Subpart A, General Provisions;
3. 24 CFR 570 Subpart C, Eligible Activities;
4. 24 CFR 570 Subpart J, Grant Administration;
5. 24 CFR 570 Subpart K, Other Program Requirements;
6. 24 CFR 570 Subpart O, Performance Reviews;
7. Title VI and Executive Order 13166 Affirmative Outreach

c. If the Operating Agency is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.

d. The Operating Agency will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.

e. The Operating Agency will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.

f. The Operating Agency will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.

g. The Operating Agency will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.

h. The Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.

i. The Operating Agency will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.

E.9. Drug Free Workplace. The Operating Agency will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the action that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Operating Agency's policy of maintaining a drug-free workplace;
3. Any drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);

d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of

convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).

E.10. **Corrective Action.** If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

[Acknowledgements and Attachments Omitted 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 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGIE MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Supplemental Information:

On May 18, 2021 the BMA approved the CDBG Annual Action Plan that allotted \$41,600 to fund public service non-profits in program year 2021-2022. Community Development staff advertised a competitive funding round on April 2, 2021 via Times News and email, notifying non-profits of the availability of funding and requested all interested non-profits to submit an application no later than May 10, 2021. A total of ten applications were received. CDAC members evaluated and scored each application. CD staff compiled scores and averaged the scores of each applicant. The four highest scoring applicants are identified below and recommended for approval by the Board of Mayor and Aldermen for funding for program year 2021-2022:

Meals on Wheels - \$8,500

CASA 4 Kids - \$15,000

Second Harvest Food Bank of NE TN - \$10,000

Greater Kingsport Family YMCA - \$8,100

Applicant Name:	Program Funding Request \$	Activity	Score	Program Funds Available \$41,600	Approved Funding Amount
Meal on Wheels	\$ 8,500.00	Meals for Elderly & Disabled	81.70	\$ 33,100.00	\$ 8,500.00
CASA 4 Kids	\$ 15,000.00	Program for Abused & Neglected Children	79.90	\$ 18,100.00	\$ 15,000.00
Second Harvest	\$ 10,000.00	Food Backpack Program for LMI Children in Kpt City Schools	79.10	\$ 8,100.00	\$ 10,000.00
YMCA	\$ 15,000.00	Y on Wheels - Active & Ageless	74.50	\$ (6,900.00)	\$ 8,100.00
Friends in Need	\$ 15,000.00	Health Care for LMI persons	73.90	\$ (21,900.00)	\$ -
Salvation Army of Kingsport	\$ 15,000.00	Emergency Shelter & Social Service Program	70.40	\$ (36,900.00)	\$ -
H.O.P.E.	\$ 15,000.00	Education Program & Youth Services for Neglected & LMI Children	68.00	\$ (51,900.00)	\$ -
South Central CDC	\$ 14,998.00	Crime Prevention, Substance Counseling, Recreation Program & Youth Services	63.20	\$ (66,898.00)	\$ -
Kingsport Homeless Ministry	\$ 15,000.00	Day Center for Homeless	56.90	\$ (81,898.00)	\$ -
Hope Haven	\$ 37,462.20	Homeless Employment Program	48.30	\$ (119,360.20)	\$ -
Total Applications Received:	\$ 160,960.20			Total Applications Recommended for Funding:	\$ 41,600.00

United Way –

On May 18, 2021 the BMA approved the CDBG Annual Action Plan that allotted \$25,000 to fund the United Way for a “Homeless Services Manager.” Over the course of the last two years, the Community Development office of the City and staff from the United Way of Greater Kingsport (UWGK), at the direction of the City Manager’s office, worked to create and fund the position of “Homeless Services Manager.” Under the agreement, UWGK will continue to employ a “Homeless Services Manager,” which will continue to function within UWGK’s operation, with the City providing \$25,000 matching funds from CDBG Public Services funds. United Way did not compete in the competitive funding round as the City of Kingsport has agreed to fund this position for a minimum of three years but not more than five years.



AGENDA ACTION FORM

Rejecting the Bids for the Purchase of 4x4 Tractor

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

Action Form No.: AF-204-2021
Work Session: July 6, 2021
First Reading: N/A

Final Adoption: July 6, 2021
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on May 12, 2021 for the purchase of a 4x4 tractor with an option for a side mount rotary mower. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 28, 2021 and placed on our website for 14 calendar days.

The City only received one bid, and the bidder declined the option of adding the side mount rotary mower. Staff looked at the option of adding a mower thru another vendor upon receipt of the tractor, however, this option proved unsuccessful. This tractor and mower are used throughout the City for right-of-way mowing and upkeep. Staff recommends rejecting the bid submitted by Kubota of Kingsport.

Attachments:

1. Resolution
2. Bid Opening Minutes

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE
PURCHASE OF A 4X4 TRACTOR

WHEREAS, bids were opened May 12, 2021, for the purchase of a 4x4 tractor with an option for a side mount rotary mower; and

WHEREAS, the city only received one bid, and it did not meet the necessary requirements needed, and therefore the city desires to reject the bid.

Now therefore,

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

SECTION I. That all bids opened on May 12, 2021, for the purchase of a 4x4 tractor with an option for a side mount rotary mower, are rejected.

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

ADOPTED this the 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING

May 12, 2021

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall

The Procurement Manager opened with the following bids:

4x4 TRACTOR						
Vendor:	Qty.:	Unit Cost:	Option A:	Trade-In # 1095:	Delivery Time:	Model:
Kubota of Kingsport	1	\$51,310.59	-	\$3,000.00	150	Kubota M5-091HDC-1

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

INVITATION FOR BID

THIS FORM MUST BE COMPLETED AND
SIGNED FOR YOUR BID TO BE CONSIDERED VALID.

Address to: Procurement Manager
City of Kingsport
225 W Center Street
Kingsport, TN 37660
Phone (423) 229-9419 or Fax (423) 224-2433

Date Issued: 4/28/21
F.O.B. Kingsport

Total Number of Pages: 10

This sealed bid in the original copy, subject to the terms and conditions on the attachment, will be received by the Procurement Manager until 4:00 P.M., Eastern Time on May 12, 2021, at which time will be publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, Tennessee. IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "4x4 TRACTOR" AND DATE OF THE BID OPENING.

READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Item	Quantity	U/I	Description	Unit Price	Total Price
01	1	EA	4x4 TRACTOR AS PER ATTACHED SPECIFICATIONS	\$51310.59	\$51310.59
02	1	EA	OPTION A	X	
03	1	EA	TRADE IN ALLOWANCE VEHICLE # 1095 BRAND/MODEL KUBOTA M5-091HDC-1	\$3000.00	\$48310.59
			Delivery Terms: 1. Delivery no later than <u>150</u> business days after acceptance of order which shall be defined as purchase order date. 2. The Fleet Maintenance Department will complete vehicle inspection to insure compliance with specifications within <u>15</u> business days after delivery. 3. If deficiencies are identified upon inspection, the time frame allowed for vendor to correct deficiencies and return vehicle/equipment to the Fleet Maintenance Department will be <u>10</u> business days after notified by the Fleet Manager.		

Liquidated Damages:

As actual damages for any delays in delivery of the vehicles/equipment which the bidder is required to perform as per this bid document are difficult to determine, the Bidder shall be liable for and shall pay to the Owner the sum of Fifty Dollars (\$50.00) as fixed, agreed and liquidated damages for each business day of delay per purchase order and not per unit from the number of days stipulated for delivery and for deficiency correction

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within 60 days from the date of the opening, to furnish all of the material/service upon which prices are quoted, delivered at the designated point(s) within the time specified.

- (A) Terms: NET
- (B) Delivery/Job completion within 150 days after notification.
- (C) Specification/Letter of explanation enclosed: YES () NO (✓)


Handwritten Signature of Authorized Representative
Kubota of Kingsport 5-12-21
Name of Firm Date

THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE

****Note: Terms and conditions have been updated, please make sure to fill out the section under conflict of interest and submit with the quote**

TERMS AND CONDITIONS

- 1 Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
- 2 If prices are quoted FOB Kingsport, TN., delivery to City of Kingsport locations shall be without additional charge.
- 3 Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the Procurement Manager to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
- 4 Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
- 5 The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
- 6 Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
- 7 Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
- 8 Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
- 9 Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
- 10 In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
- 11 Charges for boxing or cartage will not be allowed unless previously agreed upon.
- 12 Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
- 13 Bidder agrees to defend and save City of Kingsport from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
- 14 In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
- 15 By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- 16 Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
- 17 The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
- 18 All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
- 19 The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
- 20 This Bid includes an option to allow the City of Kingsport the right to purchase additional vehicles/equipment. The City's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The City may exercise this option clause for a period of twelve (12) months after the award of the Bid. The City is aware that costs may increase for vehicle/equipment manufacture and delivery, and therefore a price adjustment for unit cost may be negotiated between the two parties. Documentation of cost increase is to be provided to the City by the Awarded Bidder as requested.
- 21 The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

22 CONFLICT OF INTEREST:

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

23 DRUG FREE WORKPLACE REQUIREMENTS:

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

24 ELIGIBILITY:

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

25 GENERAL:

- a) Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
- b) Such offer is genuine and is not a collusive or sham offer.

26 IRAN DIVESTMENT ACT:

- a) Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

27 NON-COLLUSION:

- a) Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
- b) The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

28 BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

- a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

GENERAL PROVISIONS

1. The unit and associated equipment shall be furnished complete and in readiness for use.
2. **Special Awarding Criteria.** While the purpose of the bid document is to indicate certain minimum requirements, its use is not intended to relieve the City of all responsibility in making a selection which is the most suitable for the City's service.

Although proposals may be received based on the minimum requirements indicated, it is not intended that this alone shall limit the award but other factors will be considered, including the experience of the City and others.

3. Unless the capabilities of the equipment, which the Vendor bids, is known to the City, bidder agrees to provide a model within reasonable distance of the City of Kingsport, for evaluation purposes at no expense to the City of Kingsport.
4. **Trade-in.** Vendors are requested to consider a trade-in allowance for the following: City Vehicle # 1095 – 1995 Ford Utility-Type Tractor. Vendor is to contact Steve Hightower, Fleet Manager (423-224-2434) to arrange an appointment to inspect this vehicle. The City reserves the right to accept or reject any trade-in allowance.
5. **OPTIONAL EQUIPMENT.** Optional Equipment selection will be at the discretion of the City.
6. **Specifications.** SEE: Vehicle Specifications – 5 (five) pages.
7. Bidder is requested to fill out the Bid Form and attach a completed copy of the specifications (Pages 1-10) to the Bid Form.
8. Any additions, deletions, variations from attached specifications must be noted. Any items appearing in manufacturer's regular published specifications furnished by bidder are assumed to be included in the "Bidder's Proposal".
9. At time of delivery to the City of Kingsport, vehicle must meet or exceed all federal, state, and local health, safety, lighting and noise standards.
10. At time of delivery to the City of Kingsport, vehicle must meet or exceed all existing DOT regulations and US EPA emission standards that are applicable to this type vehicle.

CAB EQUIPPED UTILITY TRACTOR - FOUR WHEEL DRIVE - DIESEL POWERED

The unit to be furnished under this proposal shall be a diesel powered, four (4) wheel drive, enclosed cab equipped, utility tractor. The unit shall be manufactured according to the following minimum specifications and shall be suitable for use in municipal service operations. This unit(s) shall be delivered complete and ready for service.

Compliance with the specifications shall be so noted in the yes or no columns designated. Any addition, deletion, or variation from the following specifications shall be so stated in the space provided. These specifications shall be construed as minimum; however, all exceptions will be weighed carefully against the needs, experiences, and resources of the City of Kingsport. These specifications also require the bidder furnish descriptive literature, complete specifications, and all other technical data on the equipment as proposed by the perspective bidder. Failure to comply with these conditions will deem the bidder as non-responsive.

	Minimum Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception
1.0	WEIGHT			
1	6,900 #s	✓		
2.0	WHEELBASE			
1	88 inches	✓		88.6 INCHES
3.0	STEERING			
1	Hydrostatic	✓		
2	Tilt Column	✓		
4.0	ENGINE			
1	4 Cylinder Diesel	✓		
2	85 HP (SAE J149 Standard) @ 2,600 RPM	✓		85.5 HP SAE 92.5HP
3	76 PTO HP	✓		
5.0	TRANSMISSION AND SPEEDS			
1	Forward (8)/ Reverse (8)	✓		
6.0	CLUTCH			
1	Electronic Hydrostatic Shuttle Shift	✓		
2	Multiple Wet Disc Clutch Type	✓		
3	Mechanical "on the go"	✓		

CAB EQUIPPED UTILITY TRACTOR - FOUR WHEEL DRIVE - DIESEL POWERED

	Minimum Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception
7.0	FRONT AXLE			
1	Limited slip differential	✓		
2	55° Turning Angle	✓		
3	Bevel Gear Type	✓		
4	18" Crop Clearance	✓		18.7 INCH
5	13.5' Turning Radius (w/o Brakes)	✓		13.8 FEET
8.0	REAR AXLE			
1	Limited slip differential	✓		
2	Mechanical differential lock	✓		
3	Fenders	✓		
4	Easy Switched 4x4 mode on/off	✓		
9.0	BRAKES			
1	Hydraulic Wet Disc	✓		
2	Independent Capable Left/Right Operation	✓		
3	Hand operated lever emergency brake	✓		
10.0	FUEL TANK			
1	27 Gallon	✓		27.7 GALLONS
2	Tank guard if frame mounted fuel tank	✓		
11.0	ELECTRICAL			
1	Alternator (130 amps)		✓	80 AMPS
2	Battery (650 CCA)	✓		900 CCA
3	Reverse Activated Backup Alarm		✓	

CAB EQUIPPED UTILITY TRACTOR - FOUR WHEEL DRIVE - DIESEL POWERED

	Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception
12.0	FRAME			
1	Standard	✓		
13.0	WHEELS			
1	Steel Wheels	✓		
14.0	TIRES			
1	Front: 11.2 x 24	✓		
2	Rear: 18.4 x 28	✓		
3	Fluid filled	✓		
15.0	POWER OUTLET			
1	Standard	✓		
16.0	MIRRORS			
1	Interior Standard day/night	✓		
2	Exterior Swing Out/ Left and Right Sides	✓		
17.0	SAFETY			
1	Front mounted fold down factory grill guard	✓		
2	PTO guard	✓		
18.0	FULL CAB INTERIOR			
1	Full Vinyl Seat with Folding Armrests		✓	CLOTH
2	Color: Manufacturer's standard	✓		
3	Full Vinyl Floor Covering/ Factory Floor Mats	✓		
4	Sunvisor/ Cupholder	✓		
5	Heating/ Air Conditioning	✓		
6	AM/FM Sound System	✓		
7	Four (4) Key Sets	✓		

CAB EQUIPPED UTILITY TRACTOR - FOUR WHEEL DRIVE - DIESEL POWERED

	Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception
19.0	FULL CAB EXTERIOR			
1	Color: Manufacturer's standard	✓		
2	Cab Step Rungs	✓		
20.0	OPERATORS GAUGES			
1	Full gauge instrumentation	✓		
2	Tachometer, hour meter, coolant temp. gauge, engine oil pressure, air cleaner restriction indicator, alternator warning light, fuel gauge		✓	NO AIR CLEANER RESTRICTION INDICATOR ON DASH
21.0	THREE POINT HITCH			
1	Open or closed center hydraulic system	✓		OPEN
2	Category II, three point hitch	✓		
3	Draft arms/telescoping stabilizers w/flex link ends	✓		
4	Top link with flex link ends	✓		
5	Lift capacity 4,600 lbs. @ 24" behind link ends	✓		4630 LBS
22.0	WINDSHIELD WIPERS AND WASHERS			
1	Standard Front/ Rear	✓		FRONT IS STANDARD, REAR IS OPTIONAL
23.0	LIGHTING			
1	Standard	✓		
2	(2) forward facing headlights	✓		
3	(2) forward facing yellow flashing safety lamps	✓		
4	(2) rearward facing signal lamps to include taillights	✓		
5	(2) rearward facing yellow flashing safety lamps	✓		
24.0	GLASS			
1	Tinted	✓		

CAB EQUIPPED UTILITY TRACTOR - FOUR WHEEL DRIVE - DIESEL POWERED

	Specifications	<u>Bidder Complies</u> Yes	<u>Bidder Complies</u> No	Exception	
25.0	OPTION A- SIDE MOUNT ROTARY MOWER	Vendor shall quote an add on side mount hydraulically operated rotary mower, appropriate to the provided tractor configuration and include in cab controls. The unit shall meet the following minimum requirements:			
1	Hydraulically controlled 60" rotary mower		✓	NOT BIDDING, WE DO NOT OFFER OPTION	
2	Rear Roller		✓		
3	3/8" Side Walls		✓		
4	Skid Shoes		✓		
5	Heavy duty pan type blade assembly		✓		
6	30" Curb lift above blade		✓		
7	159° Vertical Arc		✓		
8	Front and Rear Safety Chains		✓		
9	Starter Lockout		✓		
10	Self Leveling Feature		✓		
11	The attachment shall come installed complete and ready for use with all required controls, lines, hydraulics, etc		✓		
26.0	MISCELLANEOUS INFORMATION REQUIRED	Vendor shall supply the following information in the space provided on the unit proposed			
Location (City, State) of Manufacturer		Location (City, State) of Dealership		Percentage of Import/ Domestic Content	Anticipated Fuel Economy of Unit in estimated Miles Per Gallon City and Highway
SUWANEE, GA		KINGSPORT, TN		40%	5 TO 6 MPG UNDER WORKING CONDITIONS



AGENDA ACTION FORM

Release of All Claims for Progressive Hawaii Insurance Company and Its Insured Jennifer Hite, Whitney Linkous, and Hannah Rogers for Payment for Damages to a Roadway Sign Due to a Vehicle Crash on April 26, 2020 on Orebank Road

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

Action Form No.: AF-207-2021
Work Session: July 6, 2021
First Reading: N/A

Final Adoption: July 6, 2021
Staff Work By: John Burkholder
Presentation By: John Burkholder

Recommendation:

Approve the Resolution.

Executive Summary:

On April 26, 2020, Whitney Linkous was operating a motor vehicle owned by Jennifer Hite and insured by Progressive Hawaii Insurance Company when she lost control of the vehicle on Orebank Road, damaging a roadway sign. The sign was damaged beyond repair. A replacement estimate was obtained from Facility Solutions Group to replace the sign for \$3,942.00.

Ms. Linkous and her passenger, Hannah Rogers, were in a motor vehicle owned by Jennifer Hite, who has auto insurance with Progressive Hawaii Insurance Company. The city is being asked to accept \$3,942.00 for the replacement.

Attachments:

1. Resolution
2. Progressive Insurance Company Release
3. Facility Solutions Group Repair Estimate

Funding source appropriate and funds are available: *gm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *dw*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE FROM PROGRESSIVE INSURANCE COMPANY FOR PROPERTY DAMAGE TO A ROADWAY SIGN ON OREBANK ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

WHEREAS, on April 26, 2020, Whitney Linkous, driving with Hannah Rogers as a passenger, lost control of a vehicle on Orebank Road, hitting a roadway sign and causing damage in the amount of \$31942.00; and

WHEREAS, Jennifer Hite is the owner of the vehicle and has automobile insurance with Progressive Hawaii Insurance Company; and

WHEREAS, Progressive Hawaii Insurance Company has offered to pay \$3,942.00 for the replacement of the sign, provided the city executes a release that will release the insurance company, Whitney Linkous, Jennifer Hite, and Hannah Rogers from any further liability;

WHEREAS, The City has an estimate from Facility Solutions Group to replace the sign for \$3942.00; and

WHEREAS, The offer to settle is presented to the board for its consideration.

Now therefore,

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

SECTION I. That the Property Damage Only Release in the amount of \$3,942.00 from Progressive Hawaii Insurance Company for damage to a roadway sign which occurred on April 26, 2020, Orebank Road is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Property Damage Only Release from Progressive Hawaii Insurance Company for damage to a roadway sign that occurred on April 26, 2020, on Orebank Road and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said Release being as follows:

PROPERTY DAMAGE ONLY RELEASE

KNOW ALL BY THESE PRESENT, THAT The City of Kingsport for and in consideration of the payment to **The City of Kingsport Tennessee**, in the amount of **Three Thousand Nine Hundred and Forty Two Dollars and Zero Cents (\$3,942.00)**, I being of lawful age, do hereby release, acquit and forever discharge **Whitney Linkous / Jennifer Hite / Hannah Rogers / Progressive Hawaii Insurance Company** and all other persons, firms and corporations who might be liable of and from any and all claims, actions, causes of action, demands, rights, costs, loss of services, loss of use, expenses and compensation, including any and all liens and rights of subrogation, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any kind and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the **26th day of April 2020** at or near **Orebank Road, Kingsport, TN**.

It is understood and agreed this settlement is in full compromise of a disputed claim as to both questions of liability and as to the nature and extent of the property damage, and that neither this release, nor the payment pursuant thereto, shall be construed as an admission of liability, such being denied .

This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

[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 release set out herein that do not substantially alter the material provisions of the release, 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 6th day of July, 2021

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

• QUOTATION AND PURCHASE CONTRACT TERMS (PAGE 2) •

Job#: 92J11878

Job Name: City of Kingsport

Company and Customer enter into the following customer contract ("Contract") regarding services provided for the Job Number identified above and more specifically described on the reverse side of this Contract (the "Project") and agree to the following terms and conditions regarding such Project:

STANDARD SPECIFICATIONS: The Project shall be completed in accordance with the sign drawing and elevation specifications corresponding to the Job Number listed above which are approved by Customer ("Standard Specifications"), unless changes to the Standard Specifications are approved by the parties in writing in accordance with the Change Order process described below.

CONTRACT AMOUNT: Customer shall pay Company for the Project as invoiced by Company in the amount and in increments listed on the reverse side of this Contract ("Contract Amount"). Time is of the essence with regard to Customer's payment obligation.

ADDITIONAL WORK: Unless stated as part of the Contract Amount on the reverse side of this Contract, Customer shall pay an additional amount for the Project in the event that: (i) abnormal soil conditions or underground obstructions exist, including, without limitation, existence of solid rock, pipes, underground wires, etc.; (ii) Company must perform services related to obtaining a variance; (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than the Standard Specifications described above, including, without limitation, shop drawings, samples, design layouts and modifications to architectural site plans; (iv) Company **TAXES:** Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or municipal authority or political subdivision thereof.

LATE FEES: Customer agrees that all amounts not paid by due date stated on invoice sent by Company are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee.

OWNERSHIP OF SIGNAGE PROPERTY: Company shall contribute parts and materials to manufacture the signage related to the Project ("Signage Property"). Customer acknowledges and agrees that all Signage Property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer's full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 90 days of completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to take and remove the Signage Property from the installation site, and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due.

OWNERSHIP OF COMPANY DESIGNS: Company may provide Customer with designs and artwork created by the Company in connection with the Project ("Company Designs"). All right, title and interest in and to the Company Design is owned exclusively, throughout the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and such written consent is subject to payment in full for the Project and the Company's design service. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Company Designs in the Company's name, as the owner and author thereof.

PERMITS AND LICENSES: Unless otherwise stated on the reverse side of this Contract, the Company shall obtain all necessary installation permits related to the Project. Customer shall be responsible for maintaining all necessary permits or variances from public authorities.

CHANGE ORDERS: Any changes to the Standard Specifications that are requested by Customer shall be agreed to by the parties in a Client Change Order Contract, which, upon signature by all parties shall be made part of this Contract. Company may, in its sole discretion, stop all work in connection with the Project until the Client Change Order Contract is signed by Customer.

CUSTOMER DELAY: Company shall not be liable for any delay in the performance of this Contract caused by or resulting from Customer's acts, omissions, or delays in its obligations under this Contract.

TERMINATION: In the event that this Contract is terminated, Customer shall pay Company for all work in progress related to the Project up to date of termination plus a cancellation fee of 25% of the total Contract Amount.

LIMITED WARRANTY: ALL SIGNAGE PROPERTY AND SERVICES PROVIDED BY COMPANY IS GUARANTEED FOR A PERIOD OF ONE YEAR AGAINST ELECTRICAL AND MECHANICAL DEFECTS (THREE YEARS FOR NEON GLASS FADING OR BURNOUT). Expressly excluded from this warranty are acts of God, vandalism, customer modification or defects due to Customer negligence and any other causes beyond the control of the Company. All warranties are void with respect to portions of Project not manufactured, performed or serviced by Company, its employees or agents.

DISCLAIMER OF WARRANTIES: This contract is made with the understanding that there are no expressed or implied warranties other than those contained in this contract and that there are no warranties of any kind, expressed or implied, that the goods shall be merchantable or fit for any particular use or purpose other than those specifically mentioned herein.

FORCE MAJEURE: Company shall not be liable for failure of or delays in the performance of the terms of this Contract resulting from strikes, breakage, fire, labor disputes, unforeseen commercial delays, war, acts of God, or other causes beyond the control of the Company. In addition, the Customer shall not hold the Company responsible, and Company shall not be liable for any damage to landscaping that occurs during installation. Company shall not be liable for roof warranty work if roof membrane is penetrated as part of the normal installation process. The Customer agrees to pay original roof contractor for any needed repairs or patching in order to keep original roof warranty in tact.

MECHANICS LIEN: Customer acknowledges and agrees that the Company shall provide services and furnish materials and labor to manufacture signage related to the Project and further agrees that such materials or labor is for improvement of real property. Therefore, unless otherwise prohibited by state law, Customer authorizes Company to file a Mechanic's Lien for any amounts due under this Contract after (30) days. The Customer further agrees to pay Company an administration fee for all costs incurred in filing of a Mechanic's Lien, and further agrees to pay all legal fees and court costs in connection with the enforcement of a Mechanic's Lien.

INDEMNIFICATION: The Customer shall indemnify and hold Company, and its employees and agents harmless from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and court costs arising out of or resulting from the performance of the services, if any such claims, damage, loss or expense is caused in whole or in any part by any act or omission of the Customer, or Customer's employees or agents.

INDEPENDENT CONTRACTOR STATUS: In this Contract, Company shall be deemed an independent contractor. It is the intention of the parties that: (i) the Company shall specifically not occupy the status of an agent, servant, or employee of the Customer; and (ii) the relationship between the Company and the Customer shall specifically not be that of a partnership, joint venture, or other similar association. During the progress of performance of the Project, Customer will not, without Company's prior written consent, direct or attempt to direct the employees, agents, or subcontractors involved in performance of services related to the Project or the installation of the Signage Property.

MISCELLANEOUS: The parties hereby agree that: (i) This Contract shall be governed by and construed in accordance with the laws of the State of the Company's principal office without regard to choice of law principles, and Customer hereby irrevocably submits to the jurisdiction of the state and federal courts in such state for all disputes or legal claims arising from this Contract; (ii) In any legal action brought by or against the Company in relation to this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees in addition to any other relief that may be awarded; (iii) If a court should find one or more of the terms of this Contract unenforceable, the remaining terms will nonetheless remain binding on the parties; (iv) This Contract is the complete agreement between the parties regarding the subject matter set forth herein, and this Contract supercedes all previous oral or written agreements regarding this subject matter; (v) This Contract cannot be voided or amended without the written agreement by an officer of the Company; and (vi) Customer shall not make any assignment of this Contract, but the Company may assign this Contract in its sole discretion.

● **QUOTATION** ●
& PURCHASE CONTRACT

FSG - Signs

Date: 4/7/21
 Revised: 4/9/21
 Job#: 92J11878
 Sales Rep: Aaron Salinas

10212 Metric Blvd.
 Austin Texas, 78758
 p. 800-327-1104 / 512-494-0002
 f. 512-494-0003
 www.fsgsigns.com or www.fsgsigns.com

PROJECT LOCATION:	CLIENT BILLING LOCATION:
City of Kingsport 1155 Konnarock Rd Kingsport, TN 37664 Randy Williams p. f.	City Of Kingsport - C# 742705 225 W. Center Street Kingsport, TN 37660 Randy Williams p. (423) 224-2424 f.

PROJECT DESCRIPTION	UNIT PRICE
<ul style="list-style-type: none"> Fabricate and ship the following. Installation by others. 	
bv1s1 : GX-2 TRAILBLAZER GUIDE : qty (1) 4'-4" x 3'-6" sign face 4'-0" x 3'-6" x .1875" thick aluminum routed backer with decorative "scroll" top piece. 3'-2" x 3'-3" x .125" thick aluminum sign panel. 2-color reflective vinyl copy one side only. Painted back. 6" x 2'-11" x .125" thick routed aluminum bottom sign panel. Painted both sides. Masked and painted copy one side only. C-channels on back for mounting to pole. 3" dia alum tube post welded to back of frame. 7'-6" x 2.875" dia steel pole. Slipbase breakaway system. 11'-10" OAH.	\$3,526.00
CRATING AND SHIPPING 4.7.21 : Original price for crating and shipping of this sign alone : \$689.00 4.9.21 : Savings to combine shipping of sign on this proposal with (2) signs on separate proposal : \$273.00.	\$416.00

NOTICE : Due to current material shortages, please be advised of the following :

- Pricing is only valid for 14 days. Project lead times may change due to material availability.
- Any material price increase above 5% over duration of project will be reflected on final billing.

CONTRACT CONDITIONS	CONTRACT TOTALS														
<ul style="list-style-type: none"> Please make checks payable to FSG-Signs. Terms are Due Upon Completion, unless otherwise agreed. Sales tax calculated at 8.25% unless otherwise stated. Subject to change based on jurisdiction and will reflect on invoice. This proposal may be withdrawn if not accepted within 14 days due to fluctuating steel, material and fuel costs. Customer is to furnish all primary electrical service (120V UNLESS OTHERWISE AGREED) and connection to the sign BASE including: timers, photocells, switches, and/or other controls required by local city ordinances at Customers own expense. Installation portion of this estimate is based on adequate access to front and backside of the install area. Unforeseen obstacles may require additional charges. All private lines must be clearly marked by the customer (such as sprinkler systems and ground lighting). Any damage to private lines not clearly marked is the responsibility of the customer. Projects that are "NEW CONSTRUCTION" are taxed on the cost of materials only taxes are charged and itemized as a pass through item to the customer. The final invoice is the controlling element of this contract (labor and materials separated on invoice). All shipping quotes expire after 60 days. Any price differences billed on final invoice. FSG imposes a 3% surcharge on credit cards, barring state laws, that is not greater than our cost of acceptance. 	<table border="1"> <tr> <td>Sub-Total Cost</td> <td align="right">\$3,942.00</td> </tr> <tr> <td>Misc Items</td> <td></td> </tr> <tr> <td>Sales Tax : exempt / out of state</td> <td></td> </tr> <tr> <td>Sales Tax Rate</td> <td></td> </tr> <tr> <td>Total Contract</td> <td align="right">\$3,942.00</td> </tr> <tr> <td>Deposit Balance</td> <td align="right">\$1,971.00</td> </tr> <tr> <td>Final Balance</td> <td align="right">\$1,971.00</td> </tr> </table>	Sub-Total Cost	\$3,942.00	Misc Items		Sales Tax : exempt / out of state		Sales Tax Rate		Total Contract	\$3,942.00	Deposit Balance	\$1,971.00	Final Balance	\$1,971.00
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Sales Tax Rate															
Total Contract	\$3,942.00														
Deposit Balance	\$1,971.00														
Final Balance	\$1,971.00														



THIS AGREEMENT IS ACCEPTED AND APPROVED BY

By signing below, Customer accepts Company's proposal for the Project and agrees to all of the terms and conditions stated on the Contract on Page 2 of this Proposal.

●by: Randy Williams / For: City Of Kingsport - C# 742705 Date:	●by: David Jacobs / For: FSG - Signs Date: 4/9/21
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AGENDA ACTION FORM

Approval for Northeast State Community College to Enter into 6 Month Sub-lease Agreement with Lincoln Memorial University

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

Action Form No.: AF-216-2021
 Work Session: July 6, 2021
 First Reading: NA

Final Adoption: July 6, 2021
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

Approve the Resolution

Executive Summary:

The Kingsport Center for Higher Education has three higher education institutions offering programs. They include Northeast State Community College (who manages the facility), East Tennessee State University, and Lincoln Memorial University. The agreement attached provides the outline for the method by which educational services are provided at the Kingsport Center for Higher Education.

This Agreement is to allow Lincoln Memorial University to offer programs at the Kingsport Center for Higher Education (KCHE) for a six month period with a fee of \$25,000 payable to Northeast State Community College. The agreement allows Northeast State Community College to execute a sublease agreement with Lincoln Memorial University. Previously, at its June 15th, 2021 meeting the board approved an agreement between Lincoln Memorial University and city as well as a sublease agreement between Northeast State Community College and Lincoln Memorial University for a twelve month term. However, the parties now seek board approval for an agreement and sublease with six month terms.

Attachments:

- Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH LINCOLN MEMORIAL UNIVERSITY PROVIDING CLASSES AT THE KINGSFORT 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 AGREEMENT OR THIS RESOLUTION

WHEREAS, East Tennessee State University, Northeast State Community College, and Lincoln Memorial University, offer programs at the Kingsport Center for Higher Education; and

WHEREAS, an agreement is needed with Lincoln Memorial University to offer educational services at the Kingsport Center for Higher Education for the upcoming school year; and

WHEREAS, previously the board adopted Resolution 2021-260 which approved an agreement an agreement between Lincoln Memorial University and City as well as a sublease between Northeast State Community College and Lincoln Memorial University for twelve month terms which the parties seek to reduce to six month terms.

Now therefore,

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

SECTION I. That the agreement Lincoln Memorial 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, agreement Lincoln Memorial University for educational services at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

Agreement between City of Kingsport
And [NAME OF INSTITUTION]

This Agreement shall be in effect from July 1, 2021 through December 31, 2021 for a six month time period and is made between the City of Kingsport, Tennessee, herein City, and [NAME OF INSTITUTION];

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and
WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. At its discretion, and upon approval by the Kingsport Higher Education Commission, the Institution may offer any upper division level program (junior, senior or graduate level). The Kingsport Higher Education Commission will not deny a program based upon the fact that 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 fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Twenty Five Thousand Dollars (\$25,000) payable in full to NeSCC within 30 days of receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the sublease agreement, subleasing a portion of the Kingsport Higher Education Center to Lincoln Memorial 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 6th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approval to Sell Real Estate in the Mable Edith Franklin Estate

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

Action Form No.: AF-218-2021
 Work Session: July 6, 2021
 First Reading: N/A

Final Adoption: July 6, 2021
 Staff Work By: Bart Rowlett
 Presentation By: J. Michael Billingsley

Recommendation:

Approve the Resolution

Executive Summary:

The city is asked to consent to the sale of real estate formerly owned by Edith Mable Franklin who passed away on November 10, 2017.

At the time of Ms. Franklin's death she was the owner of real property located at 3200 Hull Drive and 3200 ½ Hull Drive in Kingsport, Sullivan County, Tennessee.

Ms. Franklin had executed multiple wills one of which named the City of Kingsport as a beneficiary.

An action to probate Ms. Franklin's estate was filed in the Chancery Court for Sullivan County and the Administrator of the estate has moved the Court for approval to sell or auction the property located on Hull Drive. Any auction or sale terms, to include the purchase price, will be subject to Court approval and the funds will be held by the Clerk and Master until all other issues are resolved, such as which of Ms. Franklin's wills controls who are the beneficiaries of the estate.

It is recommended that the board consent to the sale of the real estate.

Attachments:

1. Resolution
2. Location Map
3. Consent to Sell or Auction Real Estate

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

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE SALE OR AUCTION OF REAL PROPERTY OWNED BY MABLE EDITH FRANKLIN, NOW DECEASED; AUTHORIZING THE MAYOR TO EXECUTE A CONSENT TO SELL OR AUCTION REAL PROPERTY AND ANY OTHER DOCUMENTS NECESSARY AND PROPERTY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, Edith Mable Franklin, at the time of her death, owned property at 3200 Hull Drive and 3200 ½ Hull Drive in Kingsport, Sullivan County, Tennessee; and

WHEREAS, Ms. Franklin executed multiple wills one of which named the City of Kingsport as a beneficiary; and

WHEREAS, an action to probate Ms. Franklin's estate was filed in the Chancery Court for Sullivan County and the Administrator has moved the Court for approval to sell or auction the real property located on Hull Drive; and

WHEREAS, as a potential beneficiary of the Franklin Estate the city has been requested by the Administrator to consent to the sale or auction of the real property located on Hull Drive; and

WHEREAS, by disposing of the property the Estate will be relieved of the burden to care for and maintain the property and therefore preserve assets for the benefit of any beneficiaries of the estate which may include city.

Now therefore,

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

SECTION I. That consent is given for the sale or auction of real property owned by Mable Edith Franklin at the time of her death which is located at 3200 Hull Drive and 3200 ½ Hull Drive in Kingsport, Sullivan County, Tennessee.

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 Consent to Sell or Auction Real Property and all other documents necessary and property, and to take such acts as necessary, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 6th day of July, 2021.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

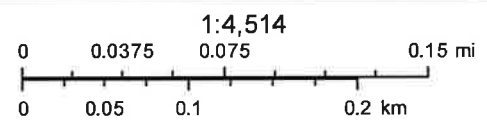
J. MICHAEL BILLINGSLEY, City Attorney

3200 Hull Dr.



1/2021, 4:29:42 PM

- Kpt 911 Address
- Washington County Parcels
- Parcel_Conflict
- Parcels
- Lake_Pond
- River
- Street_ROW
- Railroad_ROW
- Sullivan County Parcels
- Lake_Pond
- Parcel_Conflict
- Parcels
- Railroad_ROW
- River
- Street_ROW



IN THE CHANCERY COURT FOR SULLIVAN COUNTY
AT BLOUNTVILLE, TENNESSEE

IN RE: THE ESTATE OF MABEL EDITH FRANKLIN,

Deceased,

Probate No.: 18-PR-21895

C. CHRISTOPHER RAINES, III,

Administrator C.T.A.

CONSENT TO SELL OR AUCTION REAL PROPERTY

I, Patrick E Shull, Mayor of the City of Kingsport, on behalf of the Board of Mayor and Alderman acknowledge the City is a potential beneficiary to the Estate of Mabel Edith Franklin. By my signature below, consent on behalf of the Board of Mayor and Alderman for the Administrator C.T.A. of this Estate, C. Christopher Raines, III to sell or auction certain real property located at 3200 Hull Drive, Kingsport, Tennessee 37664 and 3200 ½ Hull Drive, Kingsport, Tennessee 37664. I understand that any sale or auction of the real properties set forth herein shall be subject to Court approval and confirmation of the sale or auction.

City of Kingsport, Tennessee

Patrick W. Shull, Mayor

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

SWORN TO AND SUBSCRIBED before me, a notary public in and for the aforesaid state and county, this the ___ day of _____, 2021.

Notary Public

My commission expires: _____

Attest:

Approved as to form:

City Recorder

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

Authorize the Sale of a Surplus Vehicle to PETWORKS

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

Action Form No.: AF-219-2021
Work Session: July 6, 2021
First Reading: N/A

Final Adoption: July 6, 2021
Staff Work By: Hightower/Morris
Presentation By: John Morris

Recommendation:
Approve the Resolution

Executive Summary:

Currently the city has within its fleet a 1999 Ford F250 4X2 Light Duty truck, VIN 1FTPF27W3XNB06877 with mileage of 194,486. This vehicle is no longer beneficial to the city's fleet and it is recommended that the vehicle be declared surplus and removed from the fixed asset register. PETWORKS has expressed a need for this vehicle and Fleet recommends the vehicle be sold to PETWORKS for \$750.00.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION DECLARING A CERTAIN FLEET VEHICLE AS SURPLUS, REMOVING SAME FROM THE FIXED ASSET REGISTER, AND APPROVING THE SALE OF SUCH SURPLUS VEHICLE TO PETWORKS

WHEREAS, among the city's fleet of vehicles is a 1999 Ford F250 4X2 Light Duty pickup truck bearing VIN 1FTPF27W3XNB06877, with current mileage of 194,486; and,

WHEREAS, this vehicle is no longer beneficial to the city and the recommendation has been made that it be removed from the fixed asset register and designated as surplus; and

WHEREAS, PETWORKS has expressed a need for this vehicle and has requested to purchase the same from the city; and

WHEREAS, the Fleet Department recommends the vehicle be sold to PETWORKS for \$750.

Now therefore,

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

SECTION I. That the board finds that the 1999 Ford F250 4X2 Light Duty pickup truck, VIN 1FTPF27W3XNB06877, mileage 194,486, is declared surplus and of no use to the city;

SECTION II. That PETWORKS has need of the vehicle and therefore approves the sale of the vehicle to it for \$750.

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, a bill of sale and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 6th day of July, 2021.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney