



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Tuesday, January 19, 2021, 4:00 p.m.
City Hall, 225 W. Center St., Council Room**

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

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
David Quillin, Police Chief
Ken Weems, Planning Manager
John Morris, Budget Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

1. Call to Order
2. Roll Call
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus.
4. Parks and Recreation Master Plan Final Report – Kitty Frazier
5. Review of Items on January 19, 2021 Business Meeting Agenda
6. Adjourn

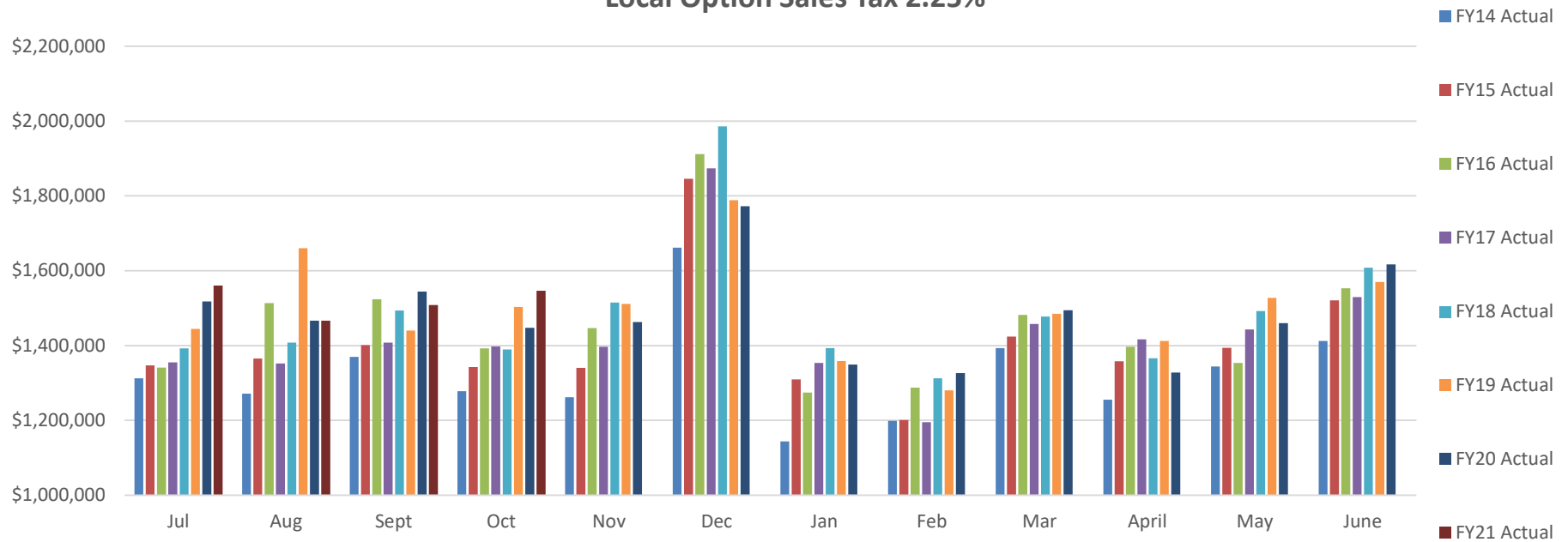
Next Work Session Feb. 1: Visit Kingsport & Downtown Association Update

Local Option Sales Tax 2.25%

October 2020

	FY15 Actual	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
July	\$1,346,896.00	\$1,341,027.00	\$1,354,948.00	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,356,500.00	\$203,532.54	15.00%	\$42,322.53	2.79%
August	\$1,365,262.00	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.18	\$1,466,134.09	\$1,369,800.00	\$96,334.09	7.03%	(\$111.09)	-0.01%
September	\$1,401,016.99	\$1,523,474.00	\$1,407,707.00	\$1,493,952.00	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,330,000.00	\$178,122.79	13.39%	(\$36,339.15)	-2.35%
October	\$1,342,308.00	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,330,100.00	\$216,457.57	16.27%	\$99,490.62	6.88%
November	\$1,340,457.40	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.19		\$1,397,600.00				
December	\$1,845,794.00	\$1,911,650.00	\$1,873,531.00	\$1,985,600.00	\$1,788,766.43	\$1,772,436.98		\$1,734,000.00				
January	\$1,309,305.00	\$1,274,292.00	\$1,353,575.00	\$1,392,917.41	\$1,358,902.17	\$1,348,871.68		\$1,272,000.00				
February	\$1,201,182.00	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,132.88		\$1,188,000.00				
March	\$1,424,090.00	\$1,481,645.00	\$1,457,518.00	\$1,477,699.20	\$1,484,980.00	\$1,493,996.41		\$1,372,000.00				
April	\$1,357,635.00	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66		\$1,314,500.00				
May	\$1,393,582.00	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.28		\$1,382,400.00				
June	\$1,520,599.00	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10		\$1,453,100.00				
Total	\$16,848,127.39	\$17,474,902.41	\$17,177,048.93	\$17,834,084.88	\$17,982,773.35	\$17,784,091.26		\$16,500,000.00	\$694,446.99	12.93%	\$105,362.91	1.83%

Local Option Sales Tax 2.25%



BMA Report, January 19, 2021



Kingsport Employee Wellness, George DeCroes

	01/01/2020 – 12/31/20	01/01/2021 – 01/12/2021
Total Utilization	84.7%	73.9%
City – Active Employees	65.9%	64.3%
City – Dependents	29.3%	27.2%
City – Retirees	0.4%	0.0%
Extended-Patient Services/Other	0.5%	4.7%
Work Comp	0.3%	0.0%
No Show	3.6%	3.8%

Worker's Compensation, John Burkholder

For the month of December 2020, the city had two recordable worker's compensation claims that involved lost time or restricted duty. Of the two claims involved, two are restricted duty and lost time.

City of Kingsport

January 19, 2021

Project Status in Pictures

1 Bays Mountain Planetarium

Base for new projector installed; waiting on projector to arrive. The demolition of the old equipment is complete.

2 Stone Drive Sidewalks

Current work includes installation of sidewalk in the vicinity of the Jeep and Mercedes car lots.

3 Water System Improvements

Current work includes water line improvements along Roller Street, in the vicinity of Branch Street.

4 New City Hall

Life safety alarm system installation on 1st & 2nd floors continues. Access control installation for doors has begun.



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.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	Appraisals for 11 of 12 properties affected were received 9/4/2020.
\$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.	5/5/2021	Electrical room - conduit installed, control equipment on site; Generator on site, load bank test set for week of 1/18/21; FM - flushing and testing in next two weeks.
\$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 on 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	NEPA documents submitted to TDOT on 7/6/2020.
\$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.
\$2,225,522.00	Ryan McReynolds	City Hall Relocation - Phase 2	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	2/28/2021	Life safety alarm system installation on 1st & 2nd floors continues; Access control installation for doors has begun.
\$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 installing waterline on Roller Street.
\$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	NEPA document has been submitted to TDOT and going thru their review process.
\$873,345.88	Chad Austin	2019 I & I Sewer Rehab/Replacement	Project will include sanitary sewer rehab/replacement in the White Street/Gibson Mill area, Fort Robinson area, Konnarock Road, Brooks Street Alley, and DB Track & Field.	2/12/2021	Contractor finishing punch list items on the project.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$670,291.15	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to nearPinebrook Drive where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Work is underway. Contractor started on Phase 2 end of project.
\$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%]	5/28/2021	Work ongoing in vicinity of the car lots along Stone Drive.
\$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
\$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

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, January 19, 2021, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom**

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
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Scott Boyd, Fire Chief
Ken Weems, Planning Manager
John Morris, Budget Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Dale Phipps, Interim Police Chief
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Alderman Adler

III.A. ROLL CALL

III.B. A determination by the board that meeting electronically with limited physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus.

IV.A. RECOGNITIONS & PRESENTATIONS

None

IV.B. APPOINTMENTS

1. Appointment to the Emergency Communications District / E-911 Board (AF: 22-2021) (Mayor Shull)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – December 14, 2020
2. Business Meeting – December 15, 2020
3. Called Meeting – January 6, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of 3301 E Stone Drive from M-1R (Light Manufacturing Restricted District) to B-3 (Highway Oriented Business District) (AF: 05-2021) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
2. Amend Zoning of 354 Shadowtown Road from TA/C (Tourist Accommodation/Commerce District) to B-3 (Highway Oriented Business District) (AF: 06-2021) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading

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. Apply for and Accept a Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation (AF: 14-2021) (Chris Campbell)
 - Resolution
 - Ordinance – First Reading
2. Amendment One to the 2020 Annual Action Plan for the Community Development Block Grant Program (AF: 07-2021) (Jessica McMurray)
 - Resolution
 - Ordinance – First Reading
3. Budget Adjustment Ordinance for Various Funds in FY21 (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of a Portion of the Brickyard Area from M-2 (General Manufacturing District) to PD (Planned Development District) (AF: 306-2020) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
2. Enter into a Materials Agreement with The Integrity Building Group, LLC Related to the Miller Parke Phase 1 Development and an Ordinance to Appropriate the Funds (AF: 295-2020) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption
3. Enter into Agreement with TDOT for the Brickyard Park Bicycle-Pedestrian Bridge (AF: 314-2020) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption
4. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 311-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of One (1) Diesel Single Axle Dump Truck (AF: 01-2021) (Ryan McReynolds, Steve Hightower)
 - Resolution
2. Awarding the Bid for the Purchase of Two (2) Diesel Tandem Axle Dump Truck (AF: 02-2021) (Ryan McReynolds, Steve Hightower)
 - Resolution
3. Awarding Purchase of Colonial View and New Hillcrest Spare Pumps to Blue Ridge Technical (AF: 04-2021) (Ryan McReynolds)
 - Resolution
4. Enter into a Contractual Agreement, TDOT Project No: 825339-S3-005 and TDOT Project No: 825339-S3-004 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 17-2021) (Chris McCartt)
 - Resolution
5. Apply and Receive the TN Department of Health Built Environment Grant (AF: 03-2021) (Chris McCartt)
 - Resolution
6. Accept a Contractual Agreement, TDOT Project No: 825339-S3-003 with the Tennessee Department of Transportation (AF: 16-2021) (Timothy Land)
 - Resolution

7. Ratify the Mayor's Signature on Grant Application and Receive the Grant (AF: 13-2021) (Hannah Powell)
 - Resolution
8. Ratify the Mayor's Signature Authorizing Certification of Local Government Approval for Family Promise of Greater Kingsport's 2020 Emergency Solutions Grant Application (AF: 12-2021) (Jessica McMurray)
 - Resolution
9. Approving a Memorandum of Understanding with Holston Valley Medical Center and Indian Path Community Hospital (AF: 20-2021) (Chris McCartt)
 - Resolution
10. Agreement with Cintas for Rental Uniforms, Mats, and Mops Utilizing Omnia Partners Cooperative (AF: 27-2021) (Chris McCartt, Ryan McReynolds)
 - Resolution
11. Release of Demolition Lien on Property that is the Subject of an Insolvent Estate (AF: 26-2021) (Chris McCartt)
 - Resolution
12. Enter into a Contractual Agreement and Sign Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY20-21 (AF: 15-2021) (Chris Campbell)
 - Resolution
13. Acceptance of FY 2020 Comprehensive Annual Financial Report (CAFR) (AF: 36-2021) (Lisa Winkle)
 - CAFR

VII. CONSENT AGENDA

1. Enter into a Lease Agreement with Congresswoman Diana Harshbarger for Office Space at the Kingsport Center for Higher Education (AF: 10-2021) (Chris McCartt)
 - Resolution
2. Ratify the Mayor's Signature for Public Housing Authority Plans Consistency with the Consolidated Plan (AF: 11-2021) (Jessica McMurray)
 - Resolution
3. Letter of Intent with Redflex, Inc. for Contract Amendment (AF: 23-2021) (Dale Phipps)
 - Resolution
4. Approve the Mayor's Signature on Renewal of Suzuki Talent Education of Appalachia, Inc. Lease (AF: 29-2021) (Hannah Powell)
 - Resolution

5. Approve the Mayor's Signature on Renewal of Symphony of the Mountains Lease (AF: 28-2021) (Hannah Powell)
 - Resolution
6. Execute Certain Subordination Agreements (AF: 25-2021) (Chris McCartt)
 - Resolution
7. Kingsport Alliance for Housing Revitalization (KAHR) Program Policy and Procedures (AF: 08-2021) (Jessica McMurray)
 - Resolution
8. Apply for and Receive American Dream Literacy Initiative Grant (AF: 33-2021) (Michael Borders)
 - Resolution
9. Kingsport City Schools to Renew the Opt-In Agreement with Metro Nashville Public Schools Contract #2-225071-08 and Education Networks of America, Inc. (ENA) for Internet Access and Related Services for 5 Year Term (AF: 30-2021) (David Frye)
 - Resolution
10. Transfer Property Located at Revere Street and Market Street to the Industrial Development Board of Kingsport (AF: 34-2021) (John Rose)
 - Resolution
11. Apply for and Receive the Tennessee Agriculture Enhancement Program Grant (AF: 37-2021) (Michael Borders, Kristie Leonard)
 - Resolution
12. Amend Lease Agreements with Two Not-For Profit Entities Altering the Leased Premises (AF: 32-2021) (Chris McCartt)
 - 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



AGENDA ACTION FORM

Appointment to the Emergency Communications District / E-911 Board

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

Action Form No.: AF-22-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Lt. Todd Harrison
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Craig Dye to the Emergency Communications District / E-911 Board to replacing Eddie Wampler who has resigned.

The commission is comprised of (9) members – Police Chief, Fire Chief and (7) at-large members who retain or reside in the Kingsport Communication District. Terms are four years with no term limits.

Former Fire Chief, Craig Dye has served the citizens of Kingsport and the public at large, not only in his capacity as Fire Chief, but also as an ex officio member of the Board of Directors of the Emergency Communications District. He has also served with the Kingsport Lifesaving Crew and would bring a valuable skill set to the Board of Directors of the District.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/24	3	At-large
Eddie Wampler	12/31/24	3	At-large
Dr. Mickey Spivey	12/31/23	1	At-large
Tom Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/24	3	At-large
Craig Dye	12/31/24	1	At-large
Dr. Mickey Spivey	12/31/23	1	At-large
Tom Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Attachments:

None

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

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, December 14, 2020, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice-Mayor Colette George

Alderman Jennifer Adler (via zoom)

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Ryan McReynolds, Deputy City Manager

J. Michael Billingsley, City Attorney

Angie Marshall, City Clerk/Deputy City Recorder

David Quillin, Chief of Police (via zoom)

Scott Boyd, Fire Chief

John Morris, Budget Officer

Ken Weems, Planning Manager

George DeCroes, Human Resources Manager (via zoom)

John Burkholder, Risk Manager

John Rose, Economic Development Director

Jessica Harmon, Assistant to City Manager

Hannay Purdy, Public Information & Communications

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.
Mayor Shull made this declaration and each alderman verbally affirmed.
4. **KEDB/NETWORKS UPDATE.** Craig Denison, KEDB and Clay Walker, NETWORKS, presented an update on their respective organizations.
5. **DISPOSAL OF MIDLAND & IMPROVEMENT BUILDING SITES.** John Rose, the city's new Economic Development Director discussed this item and answered questions.
6. **REVIEW OF AGENDA ITEMS ON THE DECEMBER 15, 2020 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.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, December 14, 2020

VI.A.2 Amend Zoning of a Portion of the Brickyard Area from M-2 (General Manufacturing District) to PD (Planned Development District) (AF: 306-2020). Planning Manager Ken Weems presented this item, pointing out this would help the greenspace and residential portions of this property.

VII.1 Cancel the Board of Mayor and Alderman January 4, 2021, Work Session and the January 5, 2021, Business Meeting and Set a Work Session on January 19, 2021, for the Board of Mayor and Alderman (AF: 317-2020). City Manager McCartt noted the strategic planning session on the 19th would be in the Tennessee Room at Kingsport City Schools Central Office location.

VII.2 Consideration of the 2021 Joint Tri-Cities Legislative Policy (AF: 322-202). Mr. McCartt stated it was Kingsport's turn to draft the policy and commended City Attorney Billinglesey for his efforts. He further stated Bristol has already approved it and Johnson City would be voting on it later this week.

Ms. Cheryl Robinette asked the board to consider an ordinance against parking vehicles in yards. There was some discussion and she was encouraged to contact the Neighborhood Commission on this matter.

Mayor Shull commented on a recent editorial in the paper, providing details on a regional meeting regarding economic development. There was considerable discussion.

7. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:10 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, December 15, 2020, 7:00 PM
Large Court Room – City Hall

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

City Administration
Chris McCartt, City Manager
J Michael Billingsley, City Attorney
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: Led by Jessica Harmon.

II.B. INVOCATION: Pastor Scott Young, Temple Baptist Church.

III.A. ROLL CALL: By City Clerk/Deputy Recorder Marshall. All Present.

III.B. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.
Mayor Shull made this declaration and each alderman verbally affirmed.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Billy Wayne Arrington was recognized for his service to the community (Alderman Cooper).
2. Cartegraph High Performance Government Award (Kristen Steach, Ryan McReynolds, Billy Sturgill).
3. SeeClickFix Demonstration (Kristen Steach).
4. Chief David Quillin was recognized for his many years of service as he retires later this month.

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. **Appointment to the Historic Zoning Commission** (AF: 318-2020) (Mayor Shull).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 15, 2020**

Motion/Second: George/Duncan, to approve:

APPOINTMENT OF REV. JACK EDWARDS TO SERVE ON THE **HISTORIC ZONING COMMISSION** TO FULFILL AN UNEXPIRED TERM THAT WILL BE IN EFFECT FEBRUARY 1, 2021 AND WILL EXPIRE ON JUNE 30, 2021.

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

V. APPROVAL OF MINUTES.

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

- A. November 30, 2020 Regular Work Session
- B. December 1, 2020 Regular Business Meeting

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

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

- 1. **December 2020 Plan of Services Update** (AF: 312-2020)
(Elizabeth Rowe).

PUBLIC COMMENT ON ITEM VI.A.1. None.

- 2. **Amend Zoning of a Portion of the Brickyard Area from M-2 (General Manufacturing District) to PD (Planned Development District)** (AF: 306-2020) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.2. None.

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRICKYARD PARK DRIVE FROM M-2, GENERAL MANUFACTURING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. **Amendment Two to the 2019 Annual Action Plan for the Community Development Block Grant Program** (AF: 323-2020) (Jessica McMurray).

PUBLIC COMMENT ON ITEM VI.A.3. None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 15, 2020**

Motion/Second: Phillips/Adler, to pass:

Resolution No. 2021-105, A RESOLUTION APPROVING AMENDMENT 2 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT 2019 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ANNUAL ACTION PLAN

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

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. Materials Agreement with The Integrity Building Group, LLC Related to the Miller Parke Phase 1 Development and an Ordinance to Appropriate the Funds (AF: 295-2020) (Ryan McReynolds).

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-106, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH THE INTEGRITY BUILDING GROUP, LLC RELATED TO MILLER PARKE PHASE 1 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN 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."

Motion/Second: Phillips/Duncan, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MILLER PARKE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2151 AND SW2151); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Agreement with TDOT for the Brickyard Park Bicycle-Pedestrian Bridge (AF: 314-2020) (Ryan McReynolds).

Motion/Second: Phillips/George, to pass:

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

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

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Motion/Second: Adler/George, to pass:

Resolution No. 2021-107, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER 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.”

3. Budget Adjustment for Various Funds in FY21 (AF: 311-2020)
(Chris McCartt).

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND GENERAL PROJECT-SPECIAL REVENUE FUND AND WATER PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Budget Adjustment for Library Governing Board Fund in FY20
(AF: 310-2020) (Chris McCartt).

Motion/Second: Duncan/Olterman, to pass:

ORDINANCE NO. 6907, AN ORDINANCE TO AMEND THE LIBRARY GOVERNING BOARD FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2020; 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. Accept Donation of Tempur-Pedic Mattresses (AF: 313-2020)
(Scott Boyd).

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-108, A RESOLUTION ACCEPTING A DONATION OF TWENTY-TWO TEMPUR-PEDIC MATTRESSES FOR USE BY THE KINGSFORT FIRE DEPARTMENT

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

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**2. Professional Services Agreement with Barge Design Solutions
for the Kingsport Demolition Landfill Phase 1, Area 2 Closure Project (AF: 315-2020)
(Ryan McReynolds).**

Motion/Second: Adler/Phillips, to pass:

Resolution No. 2021-109, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR THE CLOSURE OF PHASE 1 AREA 2 OF THE DEMOLITION LANDFILL LOCATED WITHIN THE BROOKSIDE INDUSTRIAL PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER 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."

**3. Bid Award for Purchase of Three (3) Mid-Sized AWD SUVs
(AF: 316-2020) (Ryan McReynolds, David Quillin, Steve Hightower).**

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-110, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF THREE MID SIZED ALL WHEEL DRIVE SUV'S TO FRIENDSHIP FORD OF BRISTOL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

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

**4. Approve Sealed Proposal from Assured Partners for Excess
Workers' Compensation Insurance (AF: 320-2020) (Chris McCartt).**

Motion/Second: Cooper/Olterman, to pass:

Resolution No. 2021-111, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENTS WITH THE GRAY INSURANCE COMPANY AND MIDWEST EMPLOYERS CASUALTY COMPANY THROUGH ASSURED PARTNERS FOR EXCESS WORKERS' COMPENSATION INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**5. Amend Agreement with Prairie Farms Dairy to Renew for an
Additional Year (AF: 319-2020) (David Frye, Jennifer Walker).**

Motion/Second: George/Olterman, to pass:

Resolution No. 2021-112, A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH PRAIRIE FARMS DAIRY FOR DAIRY ITEMS FOR THE KINGSFORT CITY SCHOOL NUTRITION SERVICES; AUTHORIZING AND DIRECTING

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 15, 2020**

THE MAYOR TO EXECUTE THE ADDENDUM; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM
Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

6. Cooperatively Purchase Software Upgrades for the Kingsport Police Department from CentralSquare Technologies (AF: 321-2020) (David Quillin).

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-113, A RESOLUTION APPROVING A CONTRACT WITH CENTRAL SQUARE TECHNOLOGIES FOR SOFTWARE UPGRADES FOR THE EXISTING SOFTWARE FOR THE KINGSPORT POLICE DEPARTMENT; APPROVING A COMPUTER DATA PLATFORM MEMBERSHIP WITH TRITECH SOFTWARE SYSTEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACTS

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

7. Approve Renewal of Property Insurance for City-Owned Buildings (AF: 324-2020) (Chris McCartt).

Motion/Second: George/Adler, to pass:

Resolution No. 2021-114, A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH TRAVELERS INSURANCE FOR CITY OF KINGSPORT PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE 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."

VII. CONSENT AGENDA.

(These items are usually voted on with one motion but Alderman Adler requested they be separate).

1. Cancel the Board of Mayor and Alderman January 4, 2021, Work Session and the January 5, 2021, Business Meeting and Set a Work Session on January 19, 2021, for the Board of Mayor and Alderman (AF: 317-2020) (Chris McCartt).

Motion/Second: Duncan/Olterman, to pass:

Resolution No. 2021-115, A RESOLUTION CANCELLING THE JANUARY 4, 2021 WORK SESSION AND THE JANUARY 5, 2021, BUSINESS MEETING OF THE BOARD OF MAYOR AND ALDERMEN AND SETTING A WORK SESSION ON JANUARY 19, 2021, IN ACCORDANCE WITH ARTICLE III, SECTION 7 OF THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

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

2. Consideration of the 2021 Joint Tri-Cities Legislative Policy
(AF: 322-202) (Chris McCartt).

Motion/Second: George/Olterman, to adopt:
2021 TRI-CITIES LEGISLATIVE POLICY

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt stated the second public meeting for input on the skate park and bike park would be Thursday and would be virtual. He commented on the retirement of Chief Quillin, Joy Carter and others, noting they have earned it and wished them well. He also pointed out this was the last business meeting of the year and wished the BMA a Merry Christmas from the staff as well as wishing a Merry Christmas and Happy New Year to all citizens.
- B. MAYOR AND BOARD MEMBERS.** Alderman Phillips stated he would miss the Chief, noting his kindness and compassion for others as well his drive to go above and beyond. He pointed out the city has invested \$172,000 assisting less fortunate individuals and applauded staff and BMA for their efforts. He commented that 2021 was our year listing new development projects. He wished his daughter a happy birthday in one week and concluded by wishing everyone a Merry Christmas and Happy New Year. Alderman Cooper echoed sentiments to the Chief. She stated 202 has been a difficult year read a peace prayer to share something positive. Alderman Olterman commented on sports during the pandemic. He wished the Chief the best, noting he was a graduate of the Citizens Police Academy. Lastly he wished his grandkids a merry Christmas. Alderman Adler told the Chief he inspired others to do better and thanked him for his leadership. She mentioned the optimism from January 2020 and thanked the staff for getting us through the year. She also thanked the Sullivan County Regional Health Department and wished everyone Happy Holidays. Alderman Duncan thanked the Chief, stating his was a difficult position in difficult times and commented on his accessibility to the BMA as well as staff and citizens. He commented on the passing of Board of Education member Carrie Upshaw, noting she will be greatly missed and thoughts are with the family. Lastly he wished everyone a Merry Christmas and Happy New Year, noting he was looking forward to 2021. Vice-Mayor George asked for a do over for 2020 and was looking forward to getting back to normal. She encouraged everyone to buy local and get out and see the Christmas lights. She stated the Chief made Kingsport a better place and he had made a real difference in the city. The Vice-Mayor then wished everyone a Merry Christmas, pointing out she loved this holiday. Mayor Shull thanked the

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 15, 2020**

Chief for his service. He commented it has been an unusual year but noted there had been many positives. He mentioned the resiliency of the staff and stated his appreciation for the BMA as well as the citizens.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:43 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
Tuesday, January 6, 2021, 1:00 PM
Council Room – City Hall

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

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager (via zoom)
J. Michael Billingsley, City Attorney (via zoom)
Bart Rowlett, Assistant City Attorney (via zoom)
Lisa Winkle, City Treasurer/Deputy City Recorder
Angie Marshall, City Clerk/Deputy City Recorder
Dale Phipps, Deputy Police Chief (via zoom)
John Morris, Budget Officer
Jessica Harmon, Assistant to City Manager
Hannay Purdy, Public Information & Communications

- I. **CALL TO ORDER:** 1:00 p.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Olterman
- II.B. **INVOCATION:** Mayor Shull.
- III. **ROLL CALL:** By City Treasurer/Deputy Recorder Winkle. All Present.
- IV. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.
Mayor Shull made this declaration and each alderman verbally affirmed.
- V. **OTHER BUSINESS.**
 1. **Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until July 1, 2021** (AF: 18-2021) (Dr. Moorhouse, Chris McCartt). Mayor Shull recommended Tim Dean in the form of a motion. He stated he has served on the BOE in the past and does not intend to run for election in May. Alderman Cooper asked to make a comment after the vote.

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of the City of Kingsport, Tennessee, Tuesday, January 6, 2021**

Motion/Second: Shull/Olterman, to pass:

DECLARATION BY THE MAYOR OF VACANCY AND CONSIDERATION OF AN APPOINTMENT

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

Alderman Cooper stated that she felt out of the loop during this selection process, noting this was not reflection on her opinion of Mr. Dean or his qualifications to serve but wished for more input in the nomination process. She requested a more strategic plan in the future. Vice-Mayor George commented that timing makes a difference in the process when appointing people to boards and commissions. She also pointed out the sunshine law affects open discussion of candidates and the disadvantages there. Alderman Duncan and Alderman Duncan stated they were not contacted by anyone about possible candidates. Alderman Adler noted valid points have been made. She stated it would have been possible for the board to discuss the values of the position beforehand without mentioning specific names. Mayor Shull agreed and then commented on the use of the Civic Auditorium for the COVID19 vaccinations. Vice-Mayor George also pointed out the use of Bristol Motor Speedway.

VI. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 1:20 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend Zoning of 3301 E Stone Drive from M-1R (Light Manufacturing Restricted District) to B-3 (Highway Oriented Business District)

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

Action Form No.: AF-05-2021
 Work Session: January 19, 2021
 First Reading: January 19, 2021

Final Adoption: February 2, 2021
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone the property containing 3301 E Stone Drive from M-1R, Light Manufacturing Restricted District, to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 2.39 acres located at 3301 E Stone Drive from M-1R, Light Manufacturing Restricted District, to B-3, Highway Oriented Business District. The applicant desires to construct a new Dollar General retail store on the property. During their December 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 5-0. This rezoning effort has not received any public comment. The notice of public hearing was published on January 4, 2021.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on January 19, 2021 to consider the rezoning of 3301 E Stone Drive from the M-1R District to the B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point on the South Right-Of-Way line of East Stone Drive (US 11 W) and corner to Baily; thence S 18°45'42" E, a distance of 385.00'; thence S 65°20'18" W, a distance of 271.11' to the East Right-Of-Way line of Orebank Rd; thence along said Orebank Rd the following three calls, N 20°04'16" W, a distance of 78.09; thence N 06°58'42" W, a distance of 95.28'; thence N 02°06'42" W, a distance of 225.68' to the aforesaid South Right-Of-Way line of East Stone Drive (US 11 W); thence N 63°32'45" E, a distance of 189.04'; which is the point of BEGINNING. Containing 91647.14 square feet or 2.104 acres more or less.

To limit the spread of Covid-19, the January 19, 2021 Board of Mayor and Aldermen meeting will be closed to the public. All interested persons are invited to send comment to the City's Planning Manager, Mr. Ken Weems at (423) 229-9368 or email: kenweems@kingsporttn.gov. COMMENTS MUST BE RECEIVED BY 5:00 P.M. ON FRIDAY, JANUARY 15, 2021 IN ORDER TO BE READ INTO THE RECORD. Comments will be read into the record of this item during the public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 1/4/2021

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG E STONE DRIVE FROM M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 10TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along E Stone Drive from M-1R, Light Manufacturing Restricted District to B-3, Highway Oriented Business District in the 10th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point on the South Right-Of-Way line of East Stone Drive (US 11 W) and corner to Baily; thence S 18°45'42" E, a distance of 385.00'; thence S 65°20'18" W, a distance of 271.11' to the East Right-Of-Way line of Orebank Rd; thence along said Orebank Rd the following three calls, N 20°04'16" W, a distance of 78.09; thence N 06°58'42" W, a distance of 95.28'; thence N 02°06'42" W, a distance of 225.68' to the aforesaid South Right-Of-Way line of East Stone Drive (US 11 W); thence N 63°32'45" E, a distance of 189.04'; which is the point of BEGINNING. Containing 91647.14 square feet or 2.104 acres more or less.

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

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

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 _____

Rezoning Report

Kingsport Regional Planning Commission

File Number 20-101-00006

3301 E Stone Drive Rezoning

Property Information			
Address		3301 E Stone Drive	
Tax Map, Group, Parcel		032, Parcel 82	
Civil District		10	
Overlay District		n/a	
Land Use Designation		Retail/ Commercial	
Acres		2.39 +/-	
Existing Use		Existing Zoning	M-1R
Proposed Use		Proposed Zoning	B-3
Owner /Applicant Information			
Name: Billy and Betty Brooks Address: 5454 Brooks Way City: Bristol State: VA Zip Code: 24202 Phone: (423)790-5880		Intent: <i>To rezone from M-1R (Light Manufacturing Restricted District) to B-3 (Highway Oriented Business District) to accommodate construction of a new Dollar General store.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposal is consistent with the future land use plan designation of the site (retail/ commercial use). The future land use plan designates the entire south side frontage of E Stone Drive, between N John B Dennis Hwy and the eastern end of the City limits, as appropriate for retail/ commercial use.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site has served as graveled truck parking for well over a decade. A successful rezoning will bring much needed new commercial construction to the area.</i></p> <p><i>The Kingsport Board of Zoning Appeals granted a 6 parking space reduction for the project during their Dec 3, 2020 regular meeting.</i></p>			
Planner:	Ken Weems	Date:	December 2, 2020
Planning Commission Action		Meeting Date:	December 17, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION	
ADDRESS	3301 E Stone Drive

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00006

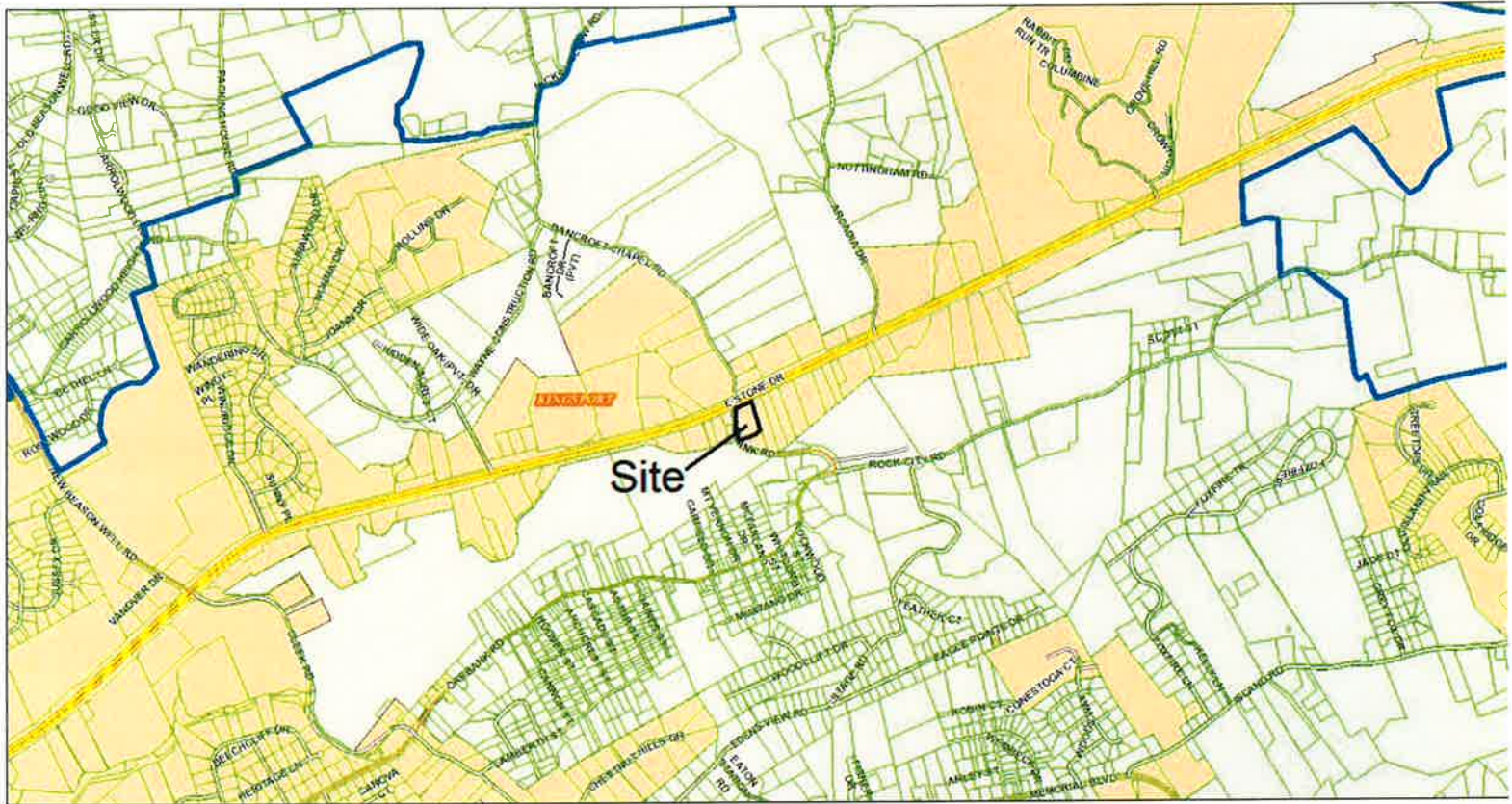
DISTRICT	10
OVERLAY DISTRICT	n/a
EXISTING ZONING	M-1R
PROPOSED ZONING	B-3
ACRES	2.39 +/-
EXISTING USE	Truck parking yard
PROPOSED USE	Dollar General store

INTENT

To rezone from M-1R (Light Manufacturing Restricted District) to B-3 (Highway Oriented Business District) to accommodate construction of a new Dollar General store.

Vicinity Map

ArcGIS Web Map



12/2/2020, 3:49:00 PM

- Sullivan County Parcels**
- Lake_Pond
 - Parcel_Conflict
 - Parcels
 - Railroad_ROW
 - River
- Hawkins County Parcels**
- Lake_Pond
 - Parcel_Conflict
 - Parcels
 - Railroad_ROW
- Legend**
- Street_ROW
 - River
 - Street_ROW
 - Urban Growth Boundary



Web AppBuilder for ArcGIS

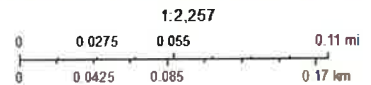
Surrounding Zoning Map

ArcGIS Web Map



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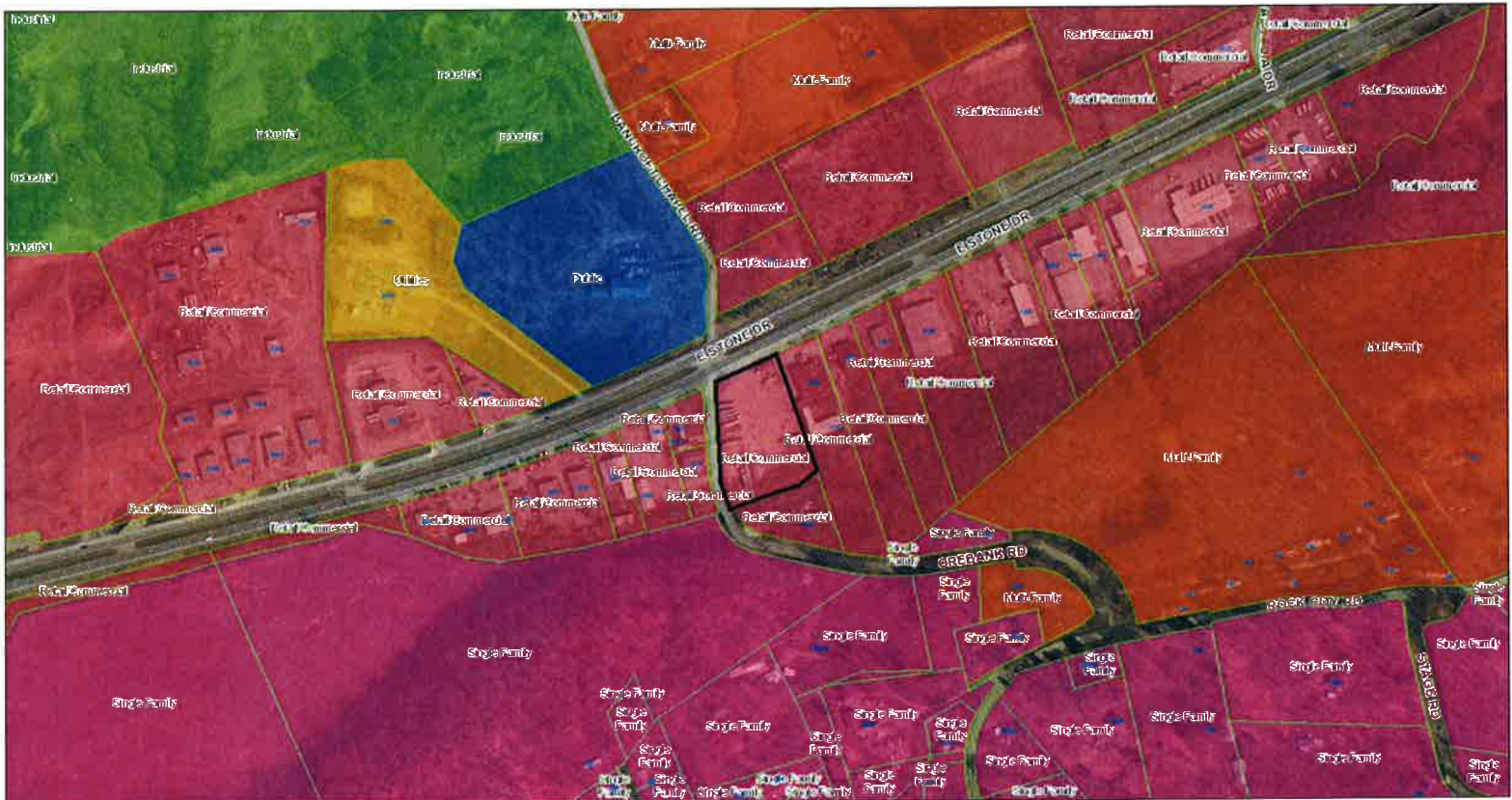
Kpt 911 Address	River	Railroad_ROW	TAC	AR	B-4P	M-2	PD	R-1A	R-3B
Rivan County Parcels	Street_ROW	River	R-5	B-1	B-4P	MX	FMD-1	R-1B	R-4
Lake_Pond	Hawkins County Parcels	Street_ROW	GC	B-2	BC	P-1	FMD-2	R-1C	Split
Parcel_Conflict	Lake_Pond	Urban Growth Boundary	B-2E	B-3	GC	P-D	PUD	R-2	TA
Parcels	Parcel_Conflict	City Zoning	A-1	B-3	M-1	PBD-3	PVD	R-3	TAC
Railroad_ROW	Parcels	<Null>	A-2	B-4	M-1R	PBD/*	R-1	R-3A	UAE



Web AppBuilder for ArcGIS

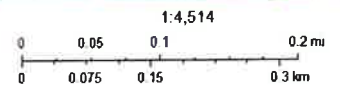
Future Land Use Plan 2030
Designation: Retail/ Commercial

ArcGIS Web Map



12/2/2020, 4:00:37 PM

- | | | | |
|-------------------------|------------------------|-----------------------|-------------------|
| Kpt 911 Address | River | Railroad_ROW | Single Family |
| Sullivan County Parcels | Street_ROW | River | Multi-Family |
| Lake_Pond | Hawkins County Parcels | Street_ROW | Industrial |
| Parcel_Conflict | Lake_Pond | Urban Growth Boundary | Retail/Commercial |
| Parcels | Parcel_Conflict | Future Land Use | Public |
| Railroad_ROW | Parcels | Agri/Vacant | Utilities |



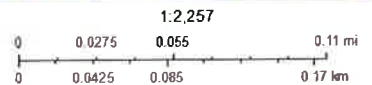
Web AppBuilder for ArcGIS

Aerial
ArcGIS Web Map



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- | | | |
|-----------------------|------------------------|-----------------------|
| Kpt 911 Address | River | Railroad_ROW |
| Bliven County Parcels | Street_ROW | River |
| Lake_Pond | Hawkins County Parcels | Street_ROW |
| Parcel_Conflict | Lake_Pond | Urban Growth Boundary |
| Parcels | Parcel_Conflict | |
| Railroad_ROW | Parcels | |



Web AppBuilder for ArcGIS

Site Plan



North View (Across E Stone Dr)



South View



West View (Across Orebank Rd)



East View



Existing Uses Location Map

ArcGIS Web Map



12/2/2020. 4:24:01 PM

Sullivan County Parcels

- Kpt 911 Address
- Lake_Pond
- Parcel_Conflict
- Parcels
- Railroad_ROW

Hawkins County Parcels

- River
- Street_ROW
- Lake_Pond
- Parcel_Conflict
- Parcels

Legend

- Railroad_ROW
- River
- Street_ROW
- Urban Growth Boundary

1:2,257

0

0.11 m

0.0275

0

0.17 km

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-1B</u> <u>Use: vacant</u>	n/a
Further North and Northwest	2	<u>Zone: City M-1</u> <u>Use: church</u>	n/a
East	3	<u>Zone: City M-1R</u> <u>Use: mattress store</u>	n/a

Kingsport Regional Planning Commission

Rezoning Report

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Further East	4	<u>Zone: City M-1R</u> Use: auto repair	n/a
Southeast and South	5	<u>Zone: County R-3</u> Use: apartment building	n/a
Further South	6	<u>Zone: City M-1R</u> Use: vehicle storage	n/a
West	7	<u>Zone: City B-3</u> Use: 3 single wide trailers	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit a use that is in harmony with adjacent development and nearby property.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will not impact adjacent property adversely. The nearby residential uses will benefit more from a retail store than the existing truck parking yard.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The current and proposed zones offer reasonable economic use for the subject property in light of the existing manufacturing zones in the area. It is staff's opinion that the existing built environment is best geared toward B-3 uses in line with the future land use plan designation of the area.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed B-3 zone conforms with the land use plan designation of commercial/retail use.

Proposed use: commercial/ retail (Dollar General)

The Future Land Use Plan Map recommends commercial/retail

- Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property along with the existing buildings are best utilized in a B-3 zone.

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00006

- 6. Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in regard to the existing commercial and industrial uses in the area.
- 7. Whether the change will create an isolated district unrelated to similar districts:** The proposed B-3 zone will not create an isolated district. A B-3 zone exists on the other side of Orebank Rd from the rezoning site.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from M-1R to B-3. The proposed B-3 zone conforms to the future lane use plan designation for the parcel.



AGENDA ACTION FORM

Amend Zoning of 354 Shadowtown Road from TA/C (Tourist Accommodation/ Commerce District) to B-3 (Highway Oriented Business District)

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

Action Form No.: AF-06-2021
 Work Session: January 19, 2021
 First Reading: January 19, 2021

Final Adoption: February 2, 2021
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone the property containing 354 Shadowtown Road from TA/C, Tourist Accommodation/ Commerce District, to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 23.3 acres located at 354 Shadowtown Road from TA/C, Tourist Accommodation/ Commerce District, to B-3, Highway Oriented Business District. The applicant desires to convert the portion of the building that used to contain Carolina Pottery into a climate controlled indoor storage use. During their December 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 5-0. This rezoning effort has received one public comment from a neighbor adjacent to the rezoning site. The neighbor commented that he is glad to see the rezoning site property under new ownership and hopes that funds will be spent to enhance the existing structure's appearance and parking lot security. The notice of public hearing was published on January 4, 2021.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on January 19, 2021 to consider the rezoning for parcel 138 located along Shadowtown Road from the TA/C District to the B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a concrete right of way monument in the south right of way line of State Route 126 and in the west right of way line of Interstate 81; thence proceeding with the west right of way line of Interstate 81 s. 31 degrees 48 minutes 18 seconds west 1039.45 feet to a concrete right of way monument; thence south 46 degrees 45 minutes 12 seconds west 62.44 feet to an iron pin the beginning of the tract herein described; thence south 46 degrees 45 minutes 12 seconds west for a distance of 300.00 feet to a point in said right of way; thence north 46 degrees 18 minutes 28 seconds west for a distance of 193.92 feet to a point; thence along a curve to the right having a radius of 741.20 feet an arc length of 133.53 feet, being subtended by a chord of south 59 degrees 35 minutes 30 seconds west for a distance of 133.35 feet to a point; thence south 64 degrees 45 minutes 09 seconds west for a distance of 435.83 feet to a point; thence along a curve to the left having a radius of 50.00 feet and an arc length of 57.78 feet, being subtended by a chord of south 31 degrees 38 minutes 46 seconds west for a distance of 54.62 feet to an iron point found; thence south 01 degrees 27 minutes 38 seconds east for a distance of 116.90 feet to a point in the north right of way line of Shadowtown road; thence south 88 degrees 32 minutes 22 seconds west for a distance of 385.00 feet with said right of way to a right of way monument; thence south 01 degrees 27 minutes 18 seconds west for a distance of 45.00 feet to a concrete right of way monument; thence south 89 degrees 32 minutes 56 seconds west for a distance of 179.71 feet to an iron pin corner to bacon; thence north 08 degrees 47 minutes 48 seconds west for a distance of 490.00 feet with the line of bacon to an iron pin; thence north 50 degrees 39 minutes 33 seconds east for a distance of 802.83 feet to an iron pin; thence north 72 degrees 41 minutes 47 seconds east for a distance of 609.38 feet to an iron pin; thence south 43 degrees 14 minutes 48 seconds east for a distance of 317.72 feet to an iron pin in the right of way line of Carolina Pottery Drive; thence south 46 degrees 45 minutes 12 seconds west for a distance of 60.00 feet with said right of way line to an iron pin; thence south 43 degrees 14 minutes 48 seconds east for a distance of 42.72 feet to an iron pin; thence along a curve to the right having a radius of 50.00 feet and an arc length of 65.49 feet; being subtended by a chord of south 05 degrees 43 minutes 15 seconds east for a distance of 60.91 feet to an iron pin; thence south 31 degrees 48 minutes 18 seconds west for a distance of 27.89 feet to an iron pin; thence south 58 degrees 11 minutes 42 seconds east for a distance of 60.00 feet to an iron pin; thence along a curve to the right having a radius of 741.20 feet and an arc length of 106.16 feet being subtended by a chord of south 35 degrees 54 minutes 29 seconds west for a distance of 106.07 feet to an iron pin; thence south 49 degrees 59 minutes 20 seconds east for a distance of 193.46 feet to the BEGINNING; said property contains 23.27 acres more or less as surveyed by Frizzell Engineering April 5, 1993, last revised November 15, 1995.

To limit the spread of Covid-19, the January 19, 2021 Board of Mayor and Aldermen meeting will be closed to the public. All interested persons are invited to send comment to the City's Planning Manager, Mr. Ken Weems at (423) 229-9368 or email: kenweems@kingsporttn.gov. COMMENTS MUST BE RECEIVED BY 5:00 P.M. ON FRIDAY, JANUARY 15, 2021 IN ORDER

TO BE READ INTO THE RECORD. Comments will be read into the record of this item during the public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 1/4/2021

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG SHADOWTOWN ROAD FROM TA/C, TOURIST ACCOMMODATION/ COMMERCE DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS 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

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Shadowtown Road from TA/C, Tourist Accommodation/ Commerce District to B-3, Highway Oriented Business District in the 7th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a concrete right of way monument in the south right of way line of State Route 126 and in the west right of way line of Interstate 81; thence proceeding with the west right of way line of Interstate 81 s. 31 degrees 48 minutes 18 seconds west 1039.45 feet to a concrete right of way monument; thence south 46 degrees 45 minutes 12 seconds west 62.44 feet to an iron pin the beginning of the tract herein described; thence south 46 degrees 45 minutes 12 seconds west for a distance of 300.00 feet to a point in said right of way; thence north 46 degrees 18 minutes 28 seconds west for a distance of 193.92 feet to a point; thence along a curve to the right having a radius of 741.20 feet an arc length of 133.53 feet, being subtended by a chord of south 59 degrees 35 minutes 30 seconds west for a distance of 133.35 feet to a point; thence south 64 degrees 45 minutes 09 seconds west for a distance of 435.83 feet to a point; thence along a curve to the left having a radius of 50.00 feet and an arc length of 57.78 feet, being subtended by a chord of south 31 degrees 38 minutes 46 seconds west for a distance of 54.62 feet to an iron point found; thence south 01 degrees 27 minutes 38 seconds east for a distance of 116.90 feet to a point in the north right of way line of Shadowtown road; thence south 88 degrees 32 minutes 22 seconds west for a distance of 385.00 feet with said right of way to a right of way monument; thence south 01 degrees 27 minutes 18 seconds west for a distance of 45.00 feet to a concrete right of way monument; thence south 89 degrees 32 minutes 56 seconds west for a distance of 179.71 feet to an iron pin corner to bacon; thence north 08 degrees 47 minutes 48 seconds west for a distance of 490.00 feet with the line of bacon to an iron pin; thence north 50 degrees 39 minutes 33 seconds east for a distance of 802.83 feet to an iron pin; thence north 72 degrees 41

minutes 47 seconds east for a distance of 609.38 feet to an iron pin; thence south 43 degrees 14 minutes 48 seconds east for a distance of 317.72 feet to an iron pin in the right of way line of Carolina Pottery Drive; thence south 46 degrees 45 minutes 12 seconds west for a distance of 60.00 feet with said right of way line to an iron pin; thence south 43 degrees 14 minutes 48 seconds east for a distance of 42.72 feet to an iron pin; thence along a curve to the right having a radius of 50.00 feet and an arc length of 65.49 feet; being subtended by a chord of south 05 degrees 43 minutes 15 seconds east for a distance of 60.91 feet to an iron pin; thence south 31 degrees 48 minutes 18 seconds west for a distance of 27.89 feet to an iron pin; thence south 58 degrees 11 minutes 42 seconds east for a distance of 60.00 feet to an iron pin; thence along a curve to the right having a radius of 741.20 feet and an arc length of 106.16 feet being subtended by a chord of south 35 degrees 54 minutes 29 seconds west for a distance of 106.07 feet to an iron pin; thence south 49 degrees 59 minutes 20 seconds east for a distance of 193.46 feet to the BEGINNING; said property contains 23.27 acres more or less as surveyed by Frizzell Engineering April 5, 1993, last revised November 15, 1995.

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

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

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 _____

J. MICHAEL BILLINGSLEY
City Attorney

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

Kingsport Regional Planning Commission
Rezoning Report

File Number 20-101-00006

354 Shadowtown Road Rezoning

Property Information			
Address		354 Shadowtown Road	
Tax Map, Group, Parcel		064, Parcel 138	
Civil District		7	
Overlay District		n/a	
Land Use Designation		Retail/ Commercial	
Acres		23.274 +/-	
Existing Use	Partially vacant 138K sq ft building with various commercial businesses	Existing Zoning	TA/C
Proposed Use	Climate controlled indoor storage with various commercial businesses	Proposed Zoning	B-3
Owner /Applicant Information			
Name: David Bernstein Address: 10800 Biscayne Blvd City: Miami State: FL Zip Code: 33161 Phone: (917) 992-5292		Intent: <i>To rezone from TA/C (Tourist Accommodation/ Commerce District) to B-3 (Highway Oriented Business District) to accommodate climate controlled indoor storage use for the portion of the existing structure that used to contain Carolina Pottery.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposal is consistent with the future land use plan designation of the site (retail/ commercial use).</i></p> <p><i>The B-3 zone is comparable to the existing TA/C zone, but allows the intended use of climate controlled indoor storage.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site is part of an area that was rezoned to TA/C in 2014, with the previous zone being the now non-existent TA zone. This change of creating and implementing the TA/C zone came about due to the need for a refined TA zone that can best manage eventual development in the Tri-Cities Crossing area (also zoned TA/C). The practical application of the TA/C zone works well for an area that is undeveloped. The comparatively small TA/C zone that this rezoning site currently resides in is better suited for the more general B-3 zone, which staff would support for any other businesses in this particular TA/C district.</i></p> <p><i>The existing businesses along Carolina Pottery Dr. consist of a McDonald's, a gas station, a motorcycle shop, and a church. The existing businesses currently located inside the building within the rezoning site consist of a gym, movie theatre (Tri-Cities Cinema), vacuum sales, and a discount retail shop. The climate controlled indoor storage use is planned to go into the right side of the existing building (the former location of Carolina Pottery).</i></p>			

Rezoning Report

Kingsport Regional Planning Commission

File Number 20-101-00006

Planner:	Ken Weems	Date:	December 2, 2020
Planning Commission Action		Meeting Date:	December 17, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

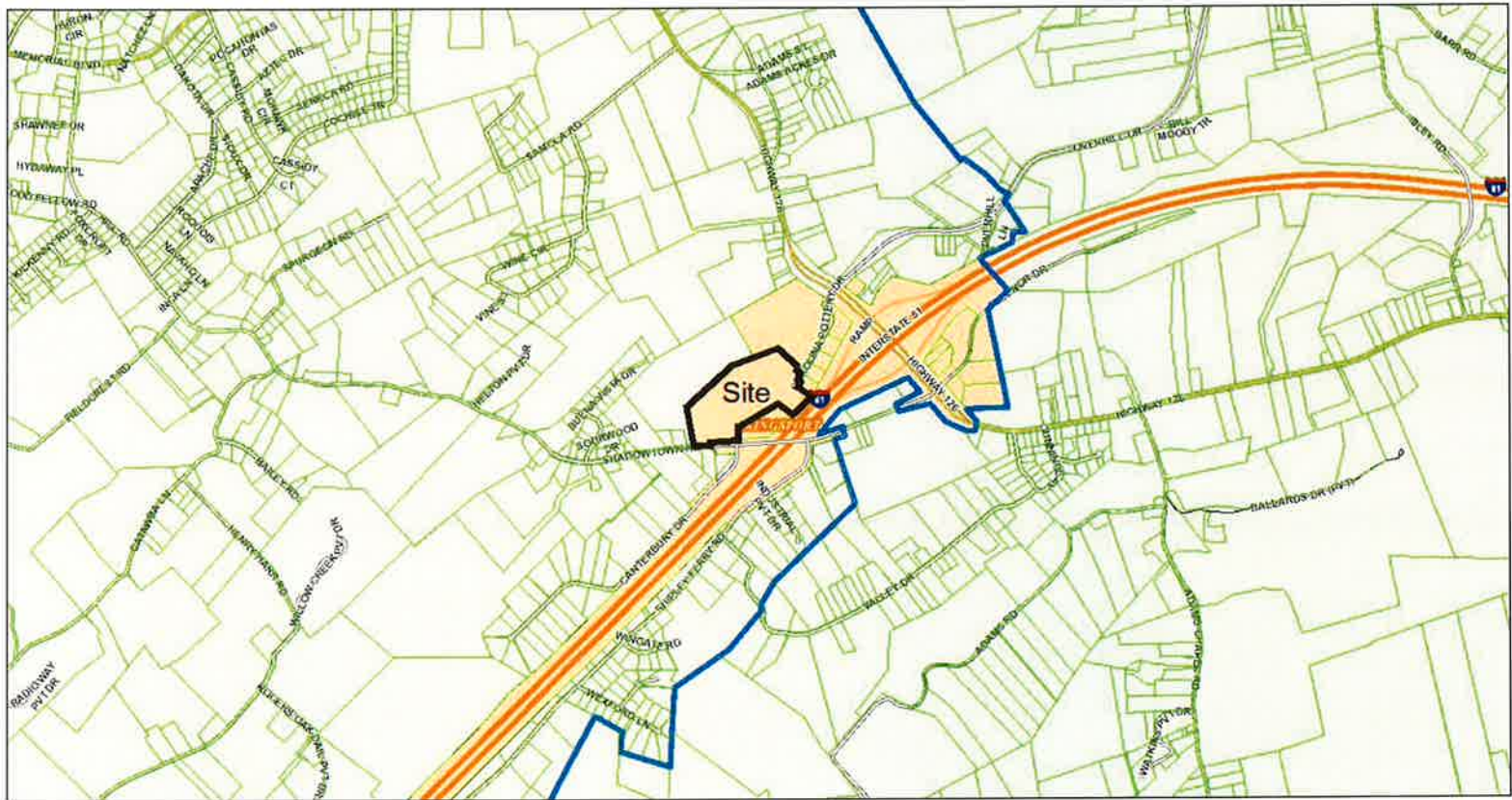
ADDRESS	354 Shadowtown Road
DISTRICT	7
OVERLAY DISTRICT	n/a
EXISTING ZONING	TA/C
PROPOSED ZONING	TA
ACRES	23.274 +/-
EXISTING USE	various commercial uses contained in a +/- 138,000 square foot building
PROPOSED USE	various commercial uses to include climate controlled indoor storage

INTENT

To rezone from TA/C (Tourist Accommodation/ Commerce District) to B-3 (Highway Oriented Business District) to accommodate climate controlled indoor storage use for the portion of the existing structure that used to contain Carolina Pottery.

Vicinity Map

ArcGIS Web Map



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Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
River
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
Urban Growth Boundary

1:18,056
0 0.225 0.45 0.9 mi
0 0.35 0.7 1.4 km

Web AppBuilder for ArcGIS

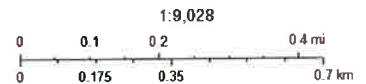
Surrounding Zoning Map

ArcGIS Web Map



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Sullivan County Parcels	Street_ROW	River	R-5	B-1	B-4P	MX	PMD-1	R-1B	R-4
Lake_Pond	Hawkins County Parcels	Street_ROW	GC	B-2	BC	P-1	PMD-2	R-1C	Split
Parcel_Conflict	Lake_Pond	Urban Growth Boundary	B-2E	B-3	GC	P-D	PUD	R-2	TA
Parcels	Parcel_Conflict	City Zoning	A-1	B-3	M-1	PBD-3	PVD	R-3	TA-C
Railroad_ROW	Parcels	<Null>	A-2	B-4	M-1R	PBD-1	R-1	R-3A	UAE
River	Railroad_ROW	TAC	AR	B-4P	M-2	PD	R-1A	R-3B	



Web AppBuilder for ArcGIS

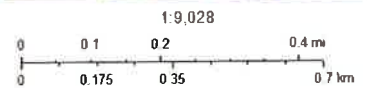
Future Land Use Plan 2030
Designation: Retail/ Commercial

ArcGIS Web Map



12/2/2020, 5:15:36 PM

- | | | | |
|--|--|---|--|
| Sullivan County Parcels | <input type="checkbox"/> Street_ROW | <input type="checkbox"/> River | <input type="checkbox"/> Multi-Family |
| <input type="checkbox"/> Lake_Pond | <input type="checkbox"/> Lake_Pond | <input type="checkbox"/> Street_ROW | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Parcel_Conflict | <input type="checkbox"/> Parcel_Conflict | <input checked="" type="checkbox"/> Urban Growth Boundary | <input type="checkbox"/> Retail/Commercial |
| <input type="checkbox"/> Parcels | <input type="checkbox"/> Parcels | Future Land Use | <input type="checkbox"/> Public |
| <input type="checkbox"/> Railroad_ROW | <input type="checkbox"/> Railroad_ROW | <input type="checkbox"/> Agri/Vacant | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> River | | <input type="checkbox"/> Single Family | |



Web AppBuilder for ArcGIS

File Number 20-101-00006

ArcGIS Web Map



The site plan for 354 Shadowtown Road (23.26 Ac., Zoned TAVC) shows the following details:

- Property Boundaries:** Indicated by dashed lines.
- Adjacent Lots:**
 - Lot 1 (Top Left): 1.00 Ac., Zoned TAVC.
 - Lot 2 (Top Right): 1.00 Ac., Zoned TAVC.
 - Lot 3 (Bottom Right): 1.00 Ac., Zoned TAVC.
 - Lot 4 (Bottom Left): 1.00 Ac., Zoned TAVC.
- Infrastructure:**
 - Shadowtown Road (23.26 Ac., Zoned TAVC) runs along the top and right sides of the site.
 - Shadowtown Road (23.26 Ac., Zoned TAVC) runs along the bottom of the site.
 - Shadowtown Road (23.26 Ac., Zoned TAVC) runs along the left side of the site.
- Other Features:**
 - Shadowtown Road (23.26 Ac., Zoned TAVC) runs along the top of the site.
 - Shadowtown Road (23.26 Ac., Zoned TAVC) runs along the right side of the site.
 - Shadowtown Road (23.26 Ac., Zoned TAVC) runs along the bottom of the site.
 - Shadowtown Road (23.26 Ac., Zoned TAVC) runs along the left side of the site.
- Map Elements:**
 - North Arrow: Located in the top right corner.
 - Scale Bar: Located in the bottom center, showing 0, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100 feet.
 - Location Map: Located in the bottom right corner, showing the site's location relative to the surrounding area.



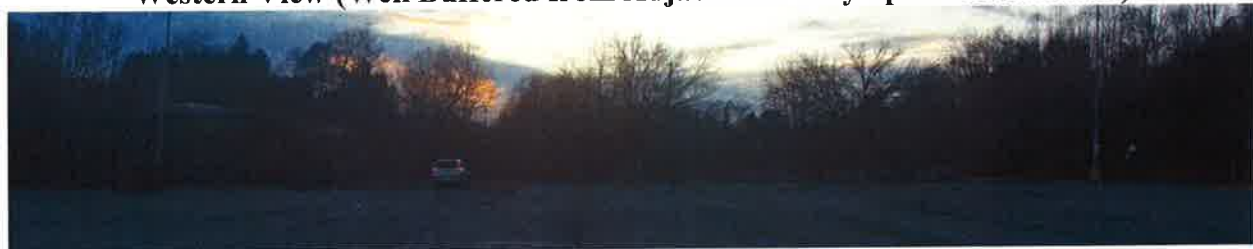
Right Side of Building



Southern View (Toward I-81)



Western View (Well Buffered from Adjacent County Sparse Residential)



Eastern View (Toward Existing Commercial Along Carolina Pottery Dr)



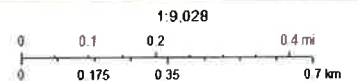
Existing Uses Location Map

ArcGIS Web Map



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Sullivan County Parcels
 Lake_Pond
 Parcel_Conflict
 Parcels
 Railroad_ROW
 River
 Street_ROW
 River
 Street_ROW
 Urban Growth Boundary
 Hawkins County Parcels
 Lake_Pond
 Parcel_Conflict
 Parcels
 Railroad_ROW
 River



Web AppBuilder for ArcGIS

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: County R-1</u> <u>Use: vacant</u>	n/a
Further North and Northwest	2	<u>Zone: County R-1</u> <u>Use: low density single family</u>	n/a
East	3	<u>Zone: City TA/C</u> <u>Use: church</u>	Converted to the TA/C zone in 2014

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00006

Further East	4	<u>Zone: City TA/C</u> Use: gas station	Converted to the TA/C zone in 2014
Southeast and South	5	<u>Zone: County R-1</u> Use: Sullivan Central	n/a
Further South	6	<u>Zone: City TA/C</u> Use: vacant	Converted to the TA/C zone in 2014
West	7	<u>Zone: County R-1</u> Use: single family	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit a use that is in harmony with adjacent development and nearby property.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will not impact adjacent property adversely.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The current and proposed zones offer reasonable economic use for the subject property. It is staff's opinion that the existing built environment is best geared toward B-3 uses, which offer more variety of commercial use than the TA/C zone.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed B-3 zone conforms with the land use plan designation of commercial/retail use.

Proposed use: commercial/ retail/ to include newly introduced indoor climate controlled storage.

The Future Land Use Plan Map recommends commercial/retail

- Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property along with the existing buildings are best utilized in a B-3 zone.

6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in regard to the existing commercial uses.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed B-3 zone will exist in harmony with the similar uses allowed in the TA/C zone.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from TA/C to B-3. The proposed B-3 zone conforms with the future lane use plan designation for the parcel.



AGENDA ACTION FORM

Apply for and Accept a Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation

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

Action Form No.: AF-14-2021
 Work Session: January 19, 2021
 First Reading: January 19, 2021

Final Adoption: February 2, 2021
 Staff Work By: Chris Campbell
 Presentation By: Chris Campbell

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Tennessee Department of Transportation (TDOT) has announced the second round of Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act funding from the Federal Transit Administration (FTA) to the Kingsport Area Transit Service (KATS) in the amount of \$1,210,389. This grant funding will be used for public transit operation and capital expenditures that support public transit and ADA/handicapped transportation services. Like the first CARES Act funding approved by the BMA in May 2020, the second round is 100% Federal funding and does not require a state or local match.

Attachments:

1. Resolution
2. Ordinance
3. Allocation Letter

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
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CORONAVIRUS AID, RELIEF AND ECONOMIC STIMULUS ACT GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION GRANT AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE KINGSPORT AREA TRANSIT SERVICE

WHEREAS, the city, through the Kingsport Area Transit Service (KATS), would like to apply for a Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act grant through the Federal Transit Administration (FTA) and the United States Department of Transportation; and

WHEREAS, this grant funding will be used for public transit operation and capital expenditures that support public transit and ADA/handicapped transportation services; and

WHEREAS, the grant is in the amount of \$1,210,389.00 and requires no local match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act grant through the Federal Transit Administration (FTA) and the United States Department of Transportation in the amount of \$1,210,389.00 for the Kingsport Area Transit Service (KATS) and such does not require a local match.

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

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE TO AMEND URBAN MASS TRANSIT
CAPITAL/GRANT 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 Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation in the amount of \$10,820 and reducing the to the Transit CARES project (FTA022).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Urban Mass Transit Fund: 123</u>			
<u>Transit CARES (FTA022)</u>			
<u>Revenues:</u>	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	1,203,985	1,210,389	2,414,374
123-0000-365.20-09 Bus Fares TN-90-X150	0	0	0
123-0000-365.21-00 ADA Paratransit	0	0	0
123-0000-368.15-00 Rental of Land & Building	0	0	0
123-0000-391.01-00 From General Fund	0	0	0
Totals:	1,203,985	1,210,389	2,414,374
<u>Expenditures:</u>	\$	\$	\$
123-0000-602.90-06 Purchases \$5,000 & Over	0	0	0
123-5901-602.10-10 Salaries & Wages	543,085	543,085	1,086,170
123-5901-602.10-11 Overtime	21,200	21,200	42,400
123-5901-602.10-20 Social Security	71,800	71,800	143,600
123-5901-602.10-30 Group Health Insurance	62,400	62,400	124,800
123-5901-602.10-41 TCRS Retirement	35,200	35,200	70,400
123-5901-602.10-43 ICMA Retirement	17,500	17,500	35,000
123-5901-602.10-50 Life Insurance	800	800	1,600
123-5901-602.10-52 Long Term Disability Ins	1200	1200	2,400
123-5901-602.10-60 Workmen's Compensation	20,100	20,100	40,200
123-5901-602.10-61 Unemployment Insurance	800	800	1,600
123-5901-602.20-10 Advertising & Publication	2,000	2,000	4,000
123-5901-602.20-11 Printing & Binding	4,500	4,500	9,000
123-5901-602.20-20 Professional/Consultant	29,500	29,500	59,000
123-5901-602.20-21 Accounting & Auditing	2,000	2,000	4,000
123-5901-602.20-30 Electric Service	5,200	5,200	10,400
123-5901-602.20-33 Water and Sewer	2,000	2,000	4,000
123-5901-602.20-34 Telephone	5,200	5,200	10,400
123-5901-602.20-36 Natural Gas	2,000	2,000	4,000
123-5901-602.20-40 Travel Expense	5,800	5,800	11,600
123-5901-602.20-41 Registration Fees/ Tuition	2,600	2,600	5,200

123-5901-602.20-42	Personal Vehicle Reimburs	200	200	400
123-5901-602.20-43	Dues & Memberships	4,500	4,500	9,000
123-5901-602.20-44	Literature/ Subscriptions	700	700	1,400
123-5901-602.20-45	Training	2,600	2,600	5,200
123-5901-602.20-52	Medical Services	700	700	1,400
123-5901-602.20-54	Machinery/ Equip Rental	3,200	3,200	6,400
123-5901-602.20-55	Repairs & Maintenance	18,800	18,800	37,600
123-5901-602.20-56	Repairs & Maint-Vehicles	100,000	100,000	200,000
123-5901-602.20-69	Stormwater Fee Expense	200	200	400
123-5901-602.20-75	Temporary Employees	12,200	12,200	24,400
123-5901-602.20-99	Miscellaneous	110,300	116,704	227,004
123-5901-602.30-10	Office Supplies	4,500	4,500	9,000
123-5901-602.30-11	Postage	500	500	1000
123-5901-602.30-12	Food	1,100	1,100	2,200
123-5901-602.30-20	Operating Supplies & Tool	7,700	7,700	15,400
123-5901-602.30-22	Maintenance Supplies	5,400	5,400	10,800
123-5901-602.30-26	Sign Parts & Supplies	1,300	1,300	2,600
123-5901-602.30-29	Clothing & Uniforms	5,200	5,200	10,400
123-5901-602.30-44	Motor Pool Charges	400	400	800
123-5901-602.30-68	Covid-19	0	0	0
123-5901-602.40-68	Covid-19	0	0	0
123-5901-602.50-10	Buildings	2,000	2,000	4,000
123-5901-602.50-26	Vehicle Ins Chgd by FLM	2,600	2,600	5,200
123-5902-602.20-56	Repair & Maint-Vehicles	85,000	85,000	170,000
Totals:		1,203,985	1,210,389	2,414,374

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:



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

October 19, 2020

RE: FTA Section 5307 CARES Act Program Allocation #2

Dear Direct Recipients:

The Tennessee Department of Transportation (TDOT) is announcing the full funding allocations for the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act passed by Congress and enacted on March 27, 2020. The legislation provided \$25 billion in relief for public transit agencies across the United States, including \$29,784,268 to the Tennessee Section 5307 Small Urban Program, to prevent, prepare for, and respond to the COVID-19 pandemic. TDOT provided agencies with an Allocation 1, representing half of the CARES Act Apportionment for Section 5307 Small Urban transit program, on April 15, 2020.

This letter announces Allocation 2, for the remaining CARES Act Apportionment for Section 5307 Small Urban. Allocations were determined using the FFY2020 TDOT 5307 Allocation Formula. TDOT is issuing this allocation letter to enable Tennessee's small urban transit agencies to apply directly to the Federal Transit Administration (FTA) for 5307 CARES Act funds.

The table below shows the funds allocated to each Direct Recipient:

FTA Section 5307 CARES Act Allocation #2

UZA	Direct Recipient	CARES Act Allocation 2
Bristol	Bristol Tennessee Transit	\$492,286
	First Tennessee HRA	\$121,126
Clarksville	Clarksville Transit System	\$4,064,269
Cleveland	Cleveland Urban Area Transit System	\$699,364
Jackson	Jackson Transit Authority (incl. STIC)*	\$2,221,433
Johnson City	Johnson City Transit	\$2,671,978
	First Tennessee HRA	\$420,196
Kingsport	Kingsport Area Transit Service	\$1,210,389
	First Tennessee HRA	\$334,120
Morristown	Morristown- ETHRA	\$880,364
Murfreesboro	Murfreesboro Rover Transit (incl. STIC)*	\$1,776,609
TOTAL		\$14,892,134

*Murfreesboro and Jackson qualify for Small Transit Intensive Cities (STIC) federal funds based on their service performance. Allocation 2 releases the remaining 50% of STIC funds in the amounts of \$385,163 for each agency. The table includes the STIC allocations for Murfreesboro and Jackson.

The full CARES Allocation to each agency is attached.

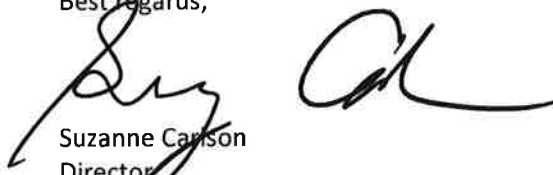
CARES Act funds do not have a lapse date. TDOT strongly encourages Small Urban 5307 recipients to obligate these funds expeditiously and to maintain essential, safe public transportation services during and after the COVID-19 pandemic with this relief. TDOT will continue to work with agencies to assess ongoing needs and communicate federal safety protocols.

Tennessee 5307 funds provide high demand public transit service and TDOT wants to ensure that funds are used in Tennessee and that funds discarded back to the FTA are minimized. Direct Recipients must receive TDOT approval prior to deobligating funds in their active 5307 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from that agency's future 5307 allocations.

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5307 to the Direct Recipient(s) named herein. The undersigned agrees to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the FTA to receive Section 5307 funds and assumes the responsibilities associated with award for these funds.

If you have questions, please contact Kaitlyn McClanahan, Transit Manager, at kaitlyn.mcclanahan@tn.gov or by phone at (615) 532-5835.

Best regards,



Suzanne Carlson
Director
Multimodal Division

cc: Dr. Yvette Taylor, FTA Region IV Administrator
Clay Bright, Commissioner
Preston Elliot, TDOT Bureau Chief
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Yvetho Merisme, FTA Region IV Program Analyst
Larry Sanborn, Multimodal Assistant Director
Kaitlyn McClanahan, Transit Manager
Jason Spain, TPTA Executive Director
Mike Patterson, TPTA President

Encl: Total Allocations Table (1)



AGENDA ACTION FORM

Amendment One to the 2020 Annual Action Plan for the Community Development Block Grant Program

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

Action Form No.: AF-07-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Jessica McMurray
 Presentation By: Jessica McMurray

Recommendation: Approve the Resolution and Ordinance

Executive Summary:

The City of Kingsport BMA approved the 2020 Annual Action Plan, August 2020 with an annual allocation of \$423,841. However, HUD informed grantees in November 2020 of an error in HUD's initial formula allocations for fiscal year 2020 Community Development Block Grant (CDBG) Programs. HUD requests the City submit a new Application for Federal Assistance (SF-424) and amend its 2020 Annual Action Plan. The Mayor's Signature is required on the Application for Federal Assistance (SF-424), which will allow HUD to process the corrected funding amount.

An amendment to the 2020 Annual Action Plan to decrease FY2020 CDBG funding to \$423,776 is proposed with a \$65 reduction from Administration.

Incorrect Funding Amount - \$423,841
 Reduction in Funding Amount - \$65
Corrected Funding Amount - \$423,776

Incorrect Admin Funding - \$67,819
 Reduction in Admin Funding - \$65
Corrected Admin Funding - \$67,754

Per the Citizen Participation Plan, public comment is only required if the amendment results in the elimination of a category of activity not included in the Consolidated Plan, the elimination or addition of a targeted area of service, a change in the category of beneficiary or eligibility criteria, a substantial change in the method of distribution of funds (a transfer exceeding twenty percent of the annual grant) as described in the Consolidated Plan or a change in the allocation of priorities established by the Plan. Therefore, for purposes of amending the 2020 Annual Action by a decrease of \$65, public comment is not required.

Attachments:

1. Resolution
2. Ordinance
3. HUD Corrected Notice

mm Funding source appropriate and funds are available:

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: *mm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT ONE TO THE COMMUNITY DEVELOPMENT BLOCK GRANT 2020 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ANNUAL ACTION PLAN

WHEREAS, in August, 2020, the board approved a 2020 Annual Action Plan in order to receive Community Development Block Grant (CDBG) funds; and

WHEREAS, the Annual Action Plan describes the strategies, objectives, projects and activities for funding under the program; and

WHEREAS, since the approval of the plan, HUD realized a mistake in the calculations of the funds, and they propose an amendment to the 2020 Annual Action Plan to decrease FY2020 CDBG funding to \$423,776, which is a \$65 reduction from HUD.

Now therefore,

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

SECTION I. That Amendment 1 to the Community Development Block Grant (CDBG) 2020 Annual Action Plan is approved and adopted as stated in the Allocation Collection Proceed Letter dated December 17, 2020, attached hereto, and is incorporated herein by reference.

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 amendment as stated in the Allocation Collection Proceed Letter dated December 17, 2020, attached hereto and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized and directed to make such changes approved by the mayor and the city attorney to the amendment set out herein that do not substantially alter the material provisions of the 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 19th day of January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT 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 Community Development Block Grant budget be amended by reducing the CDBG Administration project (CD2101) by \$65.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 124: Community Development Fund</u>			
<u>CDBG Administration (CD2101)</u>			
<u>Revenues:</u>	\$	\$	\$
124-0000-331-1000 Community Development	67,819	(65)	67,754
<i>Totals:</i>	67,819	(65)	67,754
 <u>Expenditures:</u>	 \$	 \$	 \$
124-0000-603-1010 Salaries & Wages	29,942	0	29,942
124-0000-603-1020 Social Security	5,292	0	5,292
124-0000-603-1030 Group Health	14,418	(65)	14,353
124-0000-603-1040 Retirement	12,811	0	12,811
124-0000-603-1050 Life Ins.	130	0	130
124-0000-603-1052 Long Term Disability	125	0	125
124-0000-603-1060 Workmen's Comp	111	0	111
124-0000-603-1061 Unemployment	40	0	40
124-0000-603-2010 Advertising & Publication	1,500	0	1,500
124-0000-603.2021 Accounting & Auditing	1,200	0	1,200
124-0000-603-2034 Telephone	1,000	0	1,000
124-0000-603-2040 Travel	0	0	0
124-0000-603-2043 Dues and Membership	500	0	500
124-0000-603-3010 Office Supplies	500	0	500
124-0000-603-3011 Postage	250	0	250
<i>Totals:</i>	67,819	(65)	67,754

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:



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

December 17, 2020

Jessica McMurray
Community Planner
Department of Community Development
225 West Center Street
Kingsport, TN 37660

Dear Ms. McMurray:

The U.S. Department of Housing and Urban Development (HUD or the Department) notified the City of Kingsport by letter, receipted on November 9, 2020, of an error in HUD's initial formula allocations for fiscal year (FY) 2020 Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program grants. The Department is poised to undertake Line of Credit Control System (LOCCS) corrections to the grant amounts for these programs and is outlining the next steps the City must take below. As a reminder, the original and adjusted allocations for the FY 2020 CDBG grant are listed below.

	CDBG
Original Allocation	\$423,841
Adjusted Allocation	\$423,776
Difference	-\$ 65

The City must submit new SF 424s for the CDBG program reflecting the changed allocation. The City will also need to amend its 2020 action plan to reference the corrected amount of the CDBG allocation. The Consolidated Plan regulations (24 CFR Part 91) require a grantee to identify in its citizen participation plan the criteria it will use for determining what constitutes a substantial amendment to its action plan. It is these substantial amendments that are subject to a citizen participation process

The City will need to determine if a substantial amendment is triggered and if so, engage in the necessary citizen participation activities.

HUD will send the City amended grant agreement that reflect the correct allocation amount after the Knoxville Field Office of Community Planning and Development receives the newly executed SF-424 for the FY 2020 CDBG grant. Upon receipt, HUD will adjust the allocation amount in IDIS and LOCCS to ensure funds in excess of the revised allocation amount are not disbursed from the City's line of credit.

The Department appreciates the City's patience and efforts in this process and our office is available to assist in ensuring a timely correction.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erik D. Hoglund".

Erik D. Hoglund
CPD Director



AGENDA ACTION FORM

Budget Adjustment Ordinance for Various Funds in FY21

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

Action Form No.: AF-38-2021
 Work Session: January 19, 2021
 First Reading: January 19, 2021

Final Adoption: February 2, 2021
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The General Project Fund budget is being amended by transferring \$7,678 from the Firehouse Software Upgrd project (GP1717), \$132 from the Fire Training Ground project (GP1732), \$251,430 from the General Projects project (GP1750), \$12,956 from the Fire Facilities/Capital project (GP1804), \$65,131 from the Court/Public Facility Pln project (GP1820), \$37,076 from the Model City Coalition project (GP1834), and \$21,198 from the Veterans Memorial project (GP2032) to the Fire-Facilities/Capital project (GP2003) to upgrade the Fire Training Facility. Close GP1717.

The General Fund Budget is being amended by transferring \$100,000 from the Miscellaneous line (110-4810-481.20-99) to the General Project Fund line (110-4804-481.70-36) to allocate a donation to the Bays Mtn Amphitheatre project (GP2035) and by transferring \$45,000 from the Future Appropriations line (110-4890-901.60-01) to the SBK Animal Control line (110-1005-405.80-51) to cover operations.

The Sewer Project Fund is also being amended by transferring \$182,196 from the Sewer Line Improvements project (SW2009) to the Sewer Line Improvements project (SW2101) and by transferring \$65,000 from the Sewer Lift Station project (SW2005) to the West Kingsport SLS Replacement project (SW1708).

Attachments:

1. 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: *2w*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECT 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 Project Fund budget be amended by transferring \$7,678 from the Firehouse Software Upgrd project (GP1717), \$132 from the Fire Training Ground project (GP1732), \$251,430 from the General Projects project (GP1750), \$12,956 from the Fire Facilities/Capital project (GP1804), \$65,131 from the Court/Public Facility Pln project (GP1820), \$37,076 from the Model City Coalition project (GP1834), and \$21,198 from the Veterans Memorial project (GP2032) to the Fire-Facilities/Capital project (GP2003). Close GP1717.

SECTION II. That the General Fund Budget be amended by transferring \$100,000 from the Miscellaneous line (110-4810-481.20-99) to the General Project Fund line (110-4804-481.70-36) to allocate a donation to the Bays Mtn Amphitheatre project (GP2035) and by transferring \$45,000 from the Future Appropriations line (110-4890-901.60-01) to the SBK Animal Control line (110-1005-405.80-51) to cover operations.

SECTION III. That the Sewer Project Fund be amended by transferring \$182,196 from the Sewer Line Improvements project (SW2009) to the Sewer Line Improvements project (SW2101) and by transferring \$65,000 from the Sewer Lift Station project (SW2005) to the West Kingsport SLS Replacement project (SW1708).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Project Fund: 311</u>			
<u>Firehouse Software Upgrade (GP1717)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	69,995	(7,090)	62,905
311-0000-368.21-01 Premium From Bond Sale	5,802	(588)	5,214
Totals:	75,797	(7,678)	68,119
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	797	0	797
311-0000-601.90-06 Purchases \$5,000 & Over	75,000	(7,678)	67,322
Totals:	75,797	(7,678)	68,119
<u>Fire Training Ground (GP1732)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-46 2013 B GO PUB IMP	1,176	0	1,176
311-0000-368.10-47 2014 A GO Bonds	33,156	(132)	33,024
Totals:	34,332	(132)	34,200
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	34,332	(132)	34,200
Totals:	34,332	(132)	34,200

General Projects (GP1750)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	25,000	0	25,000
311-0000-368.10-66 Series 2019 GO Improvment	386,437	(251,430)	135,007
311-0000-368.21-01 Premium From Bond Sale	4,158	0	4,158
311-0000-391.01-00 From General Fund	42,354	0	42,354
Totals:	457,949	(251,430)	206,519

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	26,400	0	26,400
311-0000-601.20-22 Construction Contracts	19,437	0	19,437
311-0000-601.20-23 Arch/Eng/Landscaping Serv	28,700	4,045	32,745
311-0000-601.30-20 Operating Supplies & Tool	5,039	0	5,039
311-0000-601.90-03 Improvements	378,373	(255,475)	122,898
Totals:	457,949	(251,430)	206,519

Fire Facilities/Capital (GP1804)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.05-00 Miscellaneous/ Land Sales	65,000	0	65,000
311-0000-368.10-51 Series 2015 A (Oct) GO PI	7,819	0	7,819
311-0000-368.10-54 Series 2016 GO (Nov4)	9,328	0	9,328
311-0000-368.10-55 Series 2017 A GO Bonds	411,354	0	411,354
311-0000-368.10-66 Series 2019 GO Improvment	13,063	(11,964)	1,099
311-0000-368.21-01 Premium From Bond Sale	19,824	(992)	18,832
311-0000-391.01-00 From General Fund	245,913	0	245,913
Totals:	772,301	(12,956)	759,345

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	600	(75)	525
311-0000-601.40-41 Bond Sale Expense	5,594	0	5,594
311-0000-601.90-03 Improvements	350,885	(12,881)	338,004
311-0000-601.90-06 Purchases \$5,000 & Over	415,222	0	415,222
Totals:	772,301	(12,956)	759,345

Court/Public Facility Pln (GP1820)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	1,078,687	0	1,078,687
311-0000-368.10-56 GO Bonds Series 2018 A	3,681,523	0	3,681,523
311-0000-368.10-66 Series 2019 GO Improvment	2,805,102	(60,145)	2,744,957
311-0000-368.21-01 Premium From Bond Sale	560,313	(4,986)	555,327
311-0000-391.01-00 From General Fund	2,750,000	0	2,750,000
Totals:	10,875,625	(65,131)	10,810,494

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	8,000	950	8,950
311-0000-601.20-22 Construction Contracts	18,500	(7,392)	11,108
311-0000-601.20-23 Arch/Eng/Landscaping Serv	406,200	208,016	614,216
311-0000-601.20-30 Electric Service	31,036	14,547	45,583
311-0000-601.20-33 Water & Sewer	8,964	(7,620)	1,344
311-0000-601.20-69 Stormwater Fee	0	850	850
311-0000-601.40-41 Bond Sale Expense	168,195	0	168,195
311-0000-601.90-02 Buildings	2,827,493	0	2,827,493
311-0000-601.90-03 Improvements	3,057,430	497,397	3,554,827
311-0000-601.90-06 Purchases \$5,000 & Over	4,349,807	(771,879)	3,577,928
Totals:	10,875,625	(65,131)	10,810,494

Model City Coalition (GP1834)

<u>Revenues:</u>	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	1,535	0	1,535
311-0000-368.10-51 Series 2015 A (Oct) GO PI	43,960	(37,076)	6,884
Totals:	45,495	(37,076)	8,419

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	13,000	(13,000)	0
311-0000-601.20-23 Arch/Eng/Landscaping Serv	10,000	(10,000)	0
311-0000-601.90-03 Improvements	22,495	(14,076)	8,419
Totals:	45,495	(37,076)	8,419

Veterans Memorial (GP2032)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	19,657	(19,657)	0
311-0000-368.21-01 Premium From Bond Sale	1,541	(1,541)	0
Totals:	21,198	(21,198)	0

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	21,198	(21,198)	0
Totals:	21,198	(21,198)	0

Fire Facilities/Capital (GP2003)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-47 2014 A GO Bonds	0	132	132
311-0000-368.10-51 Series 2015 A (Oct) GO PI	0	37,076	37,076
311-0000-368.10-54 Series 2016 GO (Nov 4)	0	7,090	7,090
311-0000-368.10-66 Series 2019 GO Improvment	551,160	343,196	894,356
311-0000-368.21-01 Premium From Bond Sale	80,239	8,107	88,346
311-0000-391.01-00 From General Fund	235	0	235
<i>Totals:</i>	631,634	395,601	1,027,235

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	25,000	0	25,000
311-0000-601.40-41 Bond Sale Expense	6,634	0	6,634
311-0000-601.90-03 Improvements	600,000	395,601	995,601
<i>Totals:</i>	631,634	395,601	1,027,235

Bays Mtn Amphitheatre (GP2035)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	54,000	0	54,000
311-0000-391.01-00 From General Fund	0	100,000	100,000
<i>Totals:</i>	631,634	100,000	154,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	54,000	100,000	154,000
<i>Totals:</i>	54,000	100,000	154,000

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

<u>Expenditures:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$	
110-1005-405.80-51 SBK Animal Control	215,800	45,000	260,800
110-4804-481.70-36 General Project Fund	2,425,000	100,000	2,525,000
110-4810-481.20-99 Miscellaneous	1,323,374	(100,000)	1,223,374
110-4890-901.60-01 Future Appropriations	64,324	(45,000)	19,324
<i>Totals:</i>	4,028,498	0	4,028,498

Account Number/Description:**Budget****Incr/<Decr>****New Budget****Sewer Project Fund: 452****Sewer Line Imp (SW2009)****Revenues:**

	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	73,400	(73,400)	0
452-0000-391.42-00 From Sewer Fund	301,998	(108,796)	193,202
Totals:	75,797	(182,196)	193,202

Expenditures:

	\$	\$	\$
452-0000-606.90-26 Sewer Extensions	40,000	(40,000)	0
452-0000-606.90-27 Sewer Taps	20,000	(13,140)	6,860
452-0000-606.90-28 Sewer Improvements	315,398	(129,056)	186,342
Totals:	75,797	(182,196)	193,202

Sewer Line Imp O&M (SW2101)**Revenues:**

	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	0	73,400	73,400
452-0000-391.42-00 From Sewer Fund	250,000	108,796	358,796
Totals:	250,000	182,196	432,196

Expenditures:

	\$	\$	\$
452-0000-606.90-26 Sewer Extensions	40,000	0	40,000
452-0000-606.90-27 Sewer Taps	20,000	10,000	30,000
452-0000-606.90-28 Sewer Improvements	190,000	172,196	362,196
Totals:	250,000	182,196	432,196

System Improvements SLS (SW2005)**Revenues:**

	\$	\$	\$
452-0000-391.05-40 2015 A (OCT) GP PUB IMP	310,429	0	310,429
452-0000-391.05-45 Series 2016 GO (Nov 4)	23,812	0	23,812
452-0000-391.05-47 Series 2017 B GO Bonds	706,000	0	706,000
452-0000-391.05-56 Series 2019 GO Improvment	509,800	(65,000)	444,800
Totals:	1,550,041	(65,000)	1,485,041

Expenditures:

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	200,000	(65,000)	135,000
452-0000-606.90-03 Improvements	1,350,041	0	1,350,041
Totals:	1,550,041	(65,000)	1,485,041

West Kingsport SLS Repl (SW1708)

Revenues:

	\$	\$	\$
452-0000-391.05-45 Series 2016 GO (Nov 4)	4,140,000	0	4,140,000
452-0000-391.05-47 Series 2017 B GO Bonds	2,060,000	0	2,060,000
452-0000-391.05-56 Series 2019 GO Improvment	213,000	65,000	278,000
452-0000-391.42-00 From Sewer Fund	570,000	0	570,000
Totals:	6,983,000	65,000	7,048,000

Expenditures:

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	603,000	65,000	668,000
452-0000-606.90-01 Land	35,000	0	35,000
452-0000-606.90-03 Improvements	6,345,000	0	6,345,000
Totals:	6,983,000	65,000	7,048,000

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

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

Amend Zoning of a Portion of the Brickyard Area from M-2 (General Manufacturing District) to PD (Planned Development District)

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

Action Form No.: AF-306-2020
 Work Session: December 14, 2020
 First Reading: December 15, 2020

Final Adoption: January 19, 2021
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Approve Ordinance amending the zoning ordinance to rezone property containing a portion of parcels 9 and 9.50, located at the terminus of Brickyard Park Drive, from M-2, General Manufacturing District to PD, Planned Development District.

Executive Summary:

This is an owner-requested rezoning of approximately 43 acres located at the terminus of Brickyard Park Drive from M-2 (General Manufacturing District) to PD (Planned Development District). The purpose of the rezoning is to facilitate development of both the residential and green space portions of the Brickyard Development. During their November 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 9-0. This rezoning effort has not received any public comment. The notice of public hearing was published on November 30, 2020.

Attachments:

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

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRICKYARD PARK DRIVE FROM M-2, GENERAL MANUFACTURING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Brickyard Park Drive from M-2, General Manufacturing District to PD, Planned Development District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the eastern corner of Tax Map 61B, parcel 9; thence in a southwesterly direction, approximately 1,247 feet to a point, said point being the western corner of parcel 15; thence in a northwesterly direction, approximately 1,207 feet to a point, said point lying on the southeast boundary of Brickyard Park Drive right-of-way; thence in a northeasterly direction, following the right-of-way of Brickyard Park Drive, approximately 90 feet to a point, said point lying on the southeast boundary of Brickyard Park Drive right-of-way; thence in a northwesterly direction, crossing Brickyard Park Drive right-of-way, approximately 569 feet to a point, said point lying on the boundary of parcel 9.5; thence in a northwesterly direction, approximately 453 feet to a point, said point lying on the boundary of parcel 9; thence in a northeasterly direction, approximately 457 feet to a point, said point being the northern corner of parcel 9; thence in a southeasterly direction, approximately 2,033 feet to the point of BEGINNING, and being a portion of parcels 9 and 9.5, including a portion of Brickyard Park Drive right-of-way, approximately 100 feet in length, Tax Maps 46A, 61A, and 61B as shown on the August 2020 Sullivan County Tax Maps.

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

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

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 _____

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on December 15, 2020 to consider the rezoning for a portion of parcels 9 and 9.5 located along Brickyard Park Drive from the M-2 District to the PD District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the eastern corner of Tax Map 61B, parcel 9; thence in a southwesterly direction, approximately 1,247 feet to a point, said point being the western corner of parcel 15; thence in a northwesterly direction, approximately 1,207 feet to a point, said point lying on the southeast boundary of Brickyard Park Drive right-of-way; thence in a northeasterly direction, following the right-of-way of Brickyard Park Drive, approximately 90 feet to a point, said point lying on the southeast boundary of Brickyard Park Drive right-of-way; thence in a northwesterly direction, crossing Brickyard Park Drive right-of-way, approximately 569 feet to a point, said point lying on the boundary of parcel 9.5; thence in a northwesterly direction, approximately 453 feet to a point, said point lying on the boundary of parcel 9; thence in a northeasterly direction, approximately 457 feet to a point, said point being the northern corner of parcel 9; thence in a southeasterly direction, approximately 2,033 feet to the point of BEGINNING, and being a portion of parcels 9 and 9.5, including a portion of Brickyard Park Drive right-of-way, approximately 100 feet in length, Tax Maps 46A, 61A, and 61B as shown on the August 2020 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 11/30/2020

Rezoning Report

Kingsport Regional Planning Commission

File Number 20-101-00005

Brickyard Rezoning

Property Information			
Address	Brickyard Park Dr		
Tax Map, Group, Parcel	046P, F, a portion of parcels 9 and 9.50		
Civil District	11		
Overlay District	n/a		
Land Use Designation	Industrial		
Acres	43 +/-		
Existing Use	Vacant land	Existing Zoning	M-2
Proposed Use	Residential and green space	Proposed Zoning	PD
Owner /Applicant Information			
Name: City of Kingsport & Kingsport Industrial Dev Bd Address: 225 W. Center St City: Kingsport State: TN Zip Code: 37660 Phone: (423)229-9368		Intent: <i>To rezone from M-2 (General Manufacturing District) to PD (Planned Development District) to accommodate future Brickyard area residential and green space uses.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The site for this proposed PD district will provide residential living convenient to downtown. The green space area is an ideal location for PD zone designated open space.</i></p> <p><i>The proposal supports future development of the Brickyard Park area.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site is level ground and ideal for revitalization from its past use of brick manufacturing.</i></p> <p><i>The City is currently assembling an RFP to best dictate the future residential and green space configuration. The current concept plan for the area is included in this report.</i></p>			
Planner:	Ken Weems	Date:	November 9, 2020
Planning Commission Action		Meeting Date:	November 19, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

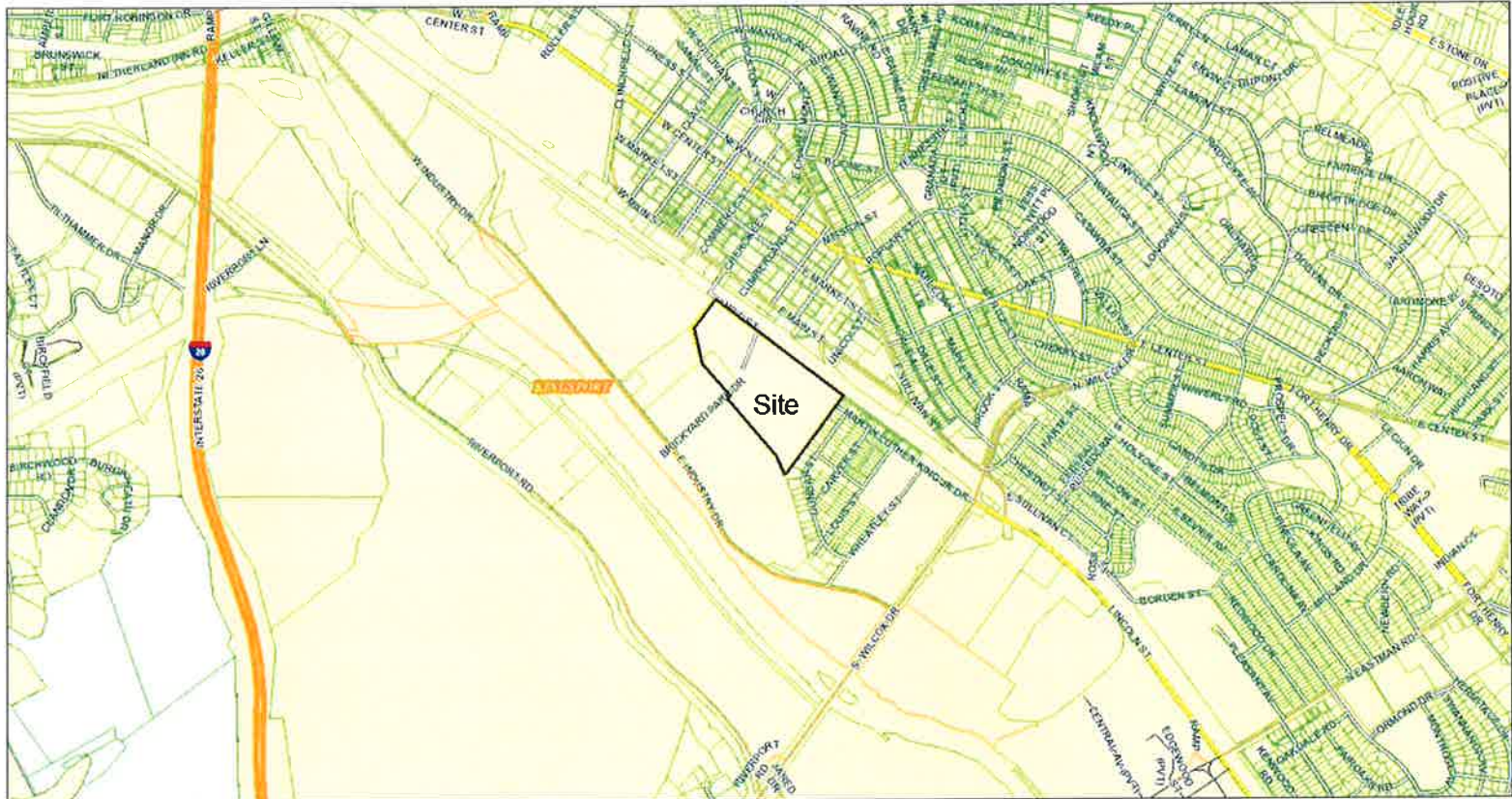
ADDRESS	Brickyard Park Dr
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	M-2
PROPOSED ZONING	PD
ACRES	43 +/-
EXISTING USE	vacant land
PROPOSED USE	residential and green space

INTENT

To rezone from M-2 (General Manufacturing District) to PD (Planned Development District) to accommodate future Brickyard area residential and green space uses.

Vicinity Map

ArcGIS Web Map



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Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River

1:18,056
0 0.225 0.45 0.9 mi
0 0.35 0.7 1.4 km

Web AppBuilder for ArcGIS

Surrounding Zoning Map

ArcGIS Web Map



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Waven County Parcels	Street_ROW	River
Lake_Pond	Hawkins County Parcels	Street_ROW
Parcel_Conflict	Lake_Pond	Urban Growth Boundary
Parcels	Parcel_Conflict	City Zoning
Railroad_ROW	Parcels	<Null>
River	Railroad_ROW	TAC

R-5	B-1	B-4P	MX	PMD-1	R-1B	R-4
GC	B-2	BC	P-1	PMD-2	R-1C	Split
B-2E	B-3	GC	P-D	PUD	R-2	TA
A-1	B-3	M-1	PBD-3	PVD	R-3	TA-C
A-2	B-4	M-1R	PBD/*	R-1	R-3A	UAE
AR	B-4P	M-2	PD	R-1A	R-3B	



Web AppBuilder for ArcGIS

Future Land Use Plan 2030
Designation: Industrial

ArcGIS Web Map



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- | | | | |
|-----------------------|------------------------|-----------------------|-------------------|
| Ilwaco County Parcels | Street_ROW | River | Multi-Family |
| Lake_Pond | Hawkins County Parcels | Street_ROW | Industrial |
| Parcel_Conflict | Lake_Pond | Urban Growth Boundary | Retail/Commercial |
| Parcels | Parcel_Conflict | Future Land Use | Public |
| Railroad_ROW | Parcels | Agri/Vacant | Utilities |
| River | Railroad_ROW | Single Family | |



Web App Builder for ArcGIS

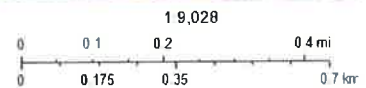
Aerial

ArcGIS Web Map



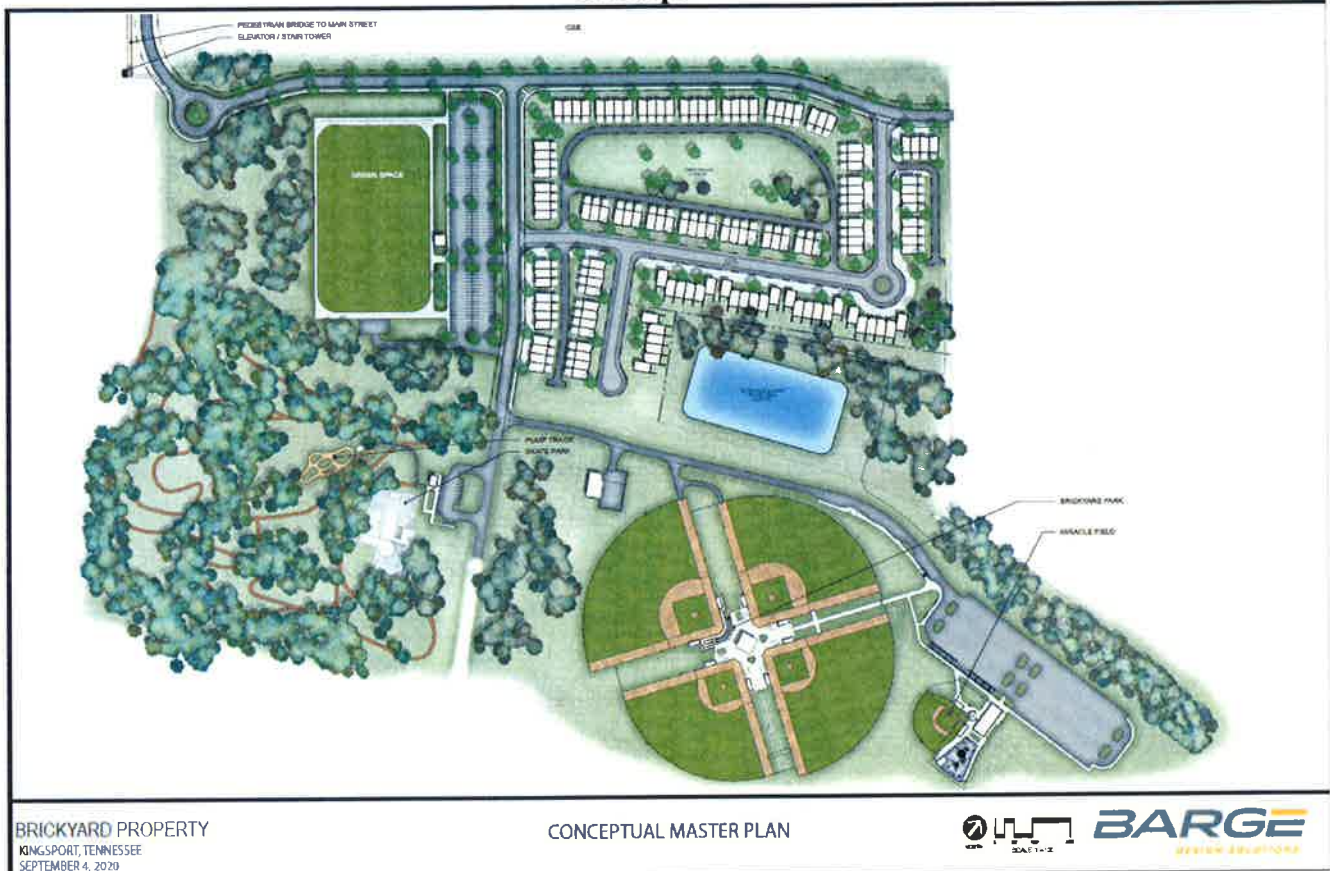
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- | | | |
|--|--|---|
| Waven County Parcels | <input type="checkbox"/> Street_ROW | <input type="checkbox"/> River |
| <input type="checkbox"/> Lake_Pond | Hawkins County Parcels | <input type="checkbox"/> Street_ROW |
| <input type="checkbox"/> Parcel_Conflict | <input type="checkbox"/> Lake_Pond | <input checked="" type="checkbox"/> Urban Growth Boundary |
| <input type="checkbox"/> Parcels | <input type="checkbox"/> Parcel_Conflict | |
| <input type="checkbox"/> Railroad_ROW | <input type="checkbox"/> Parcels | |
| <input type="checkbox"/> River | <input type="checkbox"/> Railroad_ROW | |



Web AppBuilder for Arc

Concept Plan



Future residential portion of Brickyard

Prepared by Kingsport Planning Department for the
Kingsport Regional Planning Commission Meeting on November 19, 2020

(end of Martin Luther King Jr. Drive in background, center)



Future Brickyard green space (Cement Hill in background)



Cement Hill with green space in foreground



Existing Uses Location Map
ArcGIS Web Map



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- Irian County Parcels
- Lake_Pond
- Parcel_Conflict
- Parcels
- Railroad_ROW
- River
- Street_ROW
- Hawkins County Parcels
- Lake_Pond
- Parcel_Conflict
- Parcels
- Railroad_ROW
- River
- Street_ROW
- Urban Growth Boundary



Web AppBuilder for ArcGIS

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-2</u> <u>Use: park</u>	n/a
Further North and Northwest	2	<u>Zone: City B-2</u> <u>Use: Higher Ed Center</u>	n/a

East	3	<u>Zone: City R-1C</u> <u>Use: single family</u>	n/a
Further East	4	<u>Zone: City PVD</u> <u>Use: VO Dobbins</u>	n/a
Southeast and South	5	<u>Zone: City M-2</u> <u>Use: Miracle Field</u>	n/a
Further South	6	<u>Zone: City M-2</u> <u>Use: various industrial uses</u>	n/a
West	7	<u>Zone: City M-2</u> <u>Use: Domtar plant</u>	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit a use that is compatible with both the adjacent single family housing in the Riverview Community, downtown, and surrounding Brickyard Park amenities.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal of residential use and green space will not create an adverse effect on adjacent or nearby property. Residential use is the preferred use identified by the Riverview Community during a recent meeting about the future of the rezoning site.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The current industrial zone for the area is no longer economically reasonable due to the change in surrounding land uses.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed PD zone does not conform to the future land use plan, which identifies industrial use for the area. The land use plan, however, did not take the expansion of Brickyard Park into consideration when it was produced.

Proposed use: single family residential and green space

The Future Land Use Plan Map recommends industrial use.

- Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or**

disapproval of the proposal? The existing conditions of the property, considering the revitalization of the Riverview Community, the creation of Brickyard Park, and the city's acquisition of Cement Hill, provide supporting grounds for the rezoning.

- 6. Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are illogically drawn in relation to the existing conditions. This is due to the transition of the area from industrial use to residential, park, and green space use.
- 7. Whether the change will create an isolated district unrelated to similar districts:** The proposed PD zone will contain the same use as the nearby Breckenridge Planned Development.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from M-2 to PD. The proposed PD zone promotes the goal of developing the Brickyard Park area by implementing the proper zone for development of residential and green space uses to the site.



AGENDA ACTION FORM

Enter into a Materials Agreement with The Integrity Building Group, LLC Related to the Miller Parke Phase 1 Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-295-2020
 Work Session: December 14, 2020
 First Reading: December 15, 2020

Final Adoption: **January 19, 2021**
 Staff Work By: David 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, The Integrity Building Group, LLC has requested that the proposed Miller Parke Phase 1 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$81,823.42 for a new thirty eight (38) lot development.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 572 Building Permits and 514 Certificates of Occupancy have been issued to date.

Attachments:

1. Ordinance
2. Resolution
3. Agreement
4. Cost Table
5. Location Maps
6. Development Chart

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
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MILLER PARKE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2151 AND SW2151); 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 \$49,204 and by decreasing the funds transferred from the Sewer Fund operating budget by \$25,522 to the Miller Parke Phase 3 projects (WA2150 and SW2150) 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			
Miller Parke Phase 1 (WA2151)			
Revenues			
451-0000-391-4500 From the Water Fund	\$0	\$49,204	\$49,204
Totals:	\$0	\$49,204	\$49,204
Expenditures:			
451-0000-605-9003 Improvements	\$0	\$49,204	\$49,204
Totals:	\$0	\$49,204	\$49,204

Account Number/Description:			
Sewer Project Fund:452			
Miller Parke Phase 1 (SW2151)			
Revenues			
452-0000-391-4200 From the Sewer Fund	\$0	\$25,522	\$25,522
Totals:	\$0	\$25,522	\$25,522
Expenditures:			
452-0000-606-9003 Improvements	\$0	\$25,522	\$25,522
Totals:	\$0	\$25,522	\$25,522

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: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH THE INTEGRITY BUILDING GROUP, LLC RELATED TO MILLER PARKE PHASE 1 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, The Integrity Building Group, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Miller Parke Phase 1, a 38 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$81,823.42;

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, a Materials Agreement with The Integrity Building Group, LLC to provide certain water and sewer materials by the city for Miller Parke Phase 1, in the amount of \$81,823.42, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement, said agreement being as follows:

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 1st day of December, 2020, by and between the Integrity Building Group, LLC. hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Miller Parke Phase 1, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 2.250 LFT of Waterline and 2.357 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$81,823.42. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on) this the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the board finds that this materials agreement promotes the use of high-quality and uniform materials in the construction of certain water and sanitary sewer infrastructure in new residential development in the city, which infrastructure will be a part of the city owned water and sanitary sewer systems as publicly owned infrastructure, and this will reduce future maintenance costs for the city's water and sanitary sewer systems caused by the use of substandard materials, and that the actions authorized by this resolution are in the public interest and for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 15th day of December, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

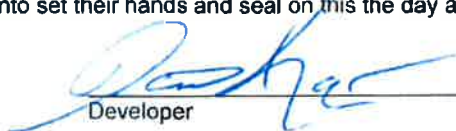
MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 1st day of December, 2020, by and between the Integrity Building Group, LLC, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Miller Parke Phase 1, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 2,250 LFT of Waterline and 2,357 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$81,823.42. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.


Developer

Patrick W. Shull, Mayor

Attest:

Approved as to form:

Sidney H. Cox, City Recorder

J. Michael Billingsley, City Attorney

Materials Agreement

Project: Miller Parke Phase 1
 Date: November 24, 2020
 Developer: Integrity Building Group, LLC

File No.: 2020-D19

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	126.00	Joints	\$337.14	\$42,479.64
42120	4' Bury Hydrant	2.00	each	\$1,639.17	\$3,278.34
42325	6" MJ Gate Valve	2.00	each	\$495.17	\$990.34
43031	8x8x6 Anchor Tee	2.00	each	\$105.31	\$210.62
42845	6" x 18" MJ Anchor Coupling	2.00	each	\$92.00	\$184.00
42100	8x8x8 MJ Tee	3.00	each	\$109.00	\$327.00
42335	8" MJ Gate Valve	2.00	each	\$788.68	\$1,577.36
41794	8" Plug w/ 2" Tap	3.00	each	\$51.95	\$155.85
Building Code					
	Receipt To:				
Subtotal:	451-0000-391-4200				\$49,203.15
Sales Tax:	451-0000-207-0201			9.50%	\$4,674.30
Project #	WA2151			Water Total:	\$53,877.45
	Expense To:				
Water Acct. #	451-0000-605-9003				

Materials Agreement

Project: Miller Parke Phase 1
 Date: November 24, 2020
 Developer: Integrity Building Group, LLC

File No.: 2020-D19

Sanitary Sewer		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	169.00	Joints	\$46.62	\$7,878.78
45057	8" x 6" Tee Wye gsktd Sewer	38.00	each	\$38.90	\$1,478.20
45112	Manhole Frame & Covers V-1312-44	15.00	each	\$237.23	\$3,558.45
45226	Manhole Base (24") w/ Invert	15.00	each	\$550.00	\$8,250.00
45229	Manhole Ring Riser 2"	13.00	each	\$31.00	\$403.00
45230	Manhole Ring Riser 4"	1.00	each	\$41.00	\$41.00
45232	Manhole Concrete 24" Riser	1.00	each	\$187.00	\$187.00
45224	Manhole Concrete 32" Riser	4.00	each	\$240.00	\$960.00
45219	Manhole Concrete 16" Concrete Cone	13.00	each	\$170.00	\$2,210.00
45221	Manhole Concrete 24" Concrete Cone	1.00	each	\$197.00	\$197.00
45218	Manhole Concrete 32" Concrete Cone	1.00	each	\$246.00	\$246.00
45203	Extra Boot Charge	2.00	each	\$56.00	\$112.00
Building Code					
	Receipt To:				
Subtotal:	452-0000-391-4200				\$25,521.43
Sales Tax:	452-0000-207-0201			9.50%	\$2,424.54
Project #	SW2151			Sewer Total:	\$27,945.97
	Expense To:				
Sewer Acct #	452-0000-606-9003				
				Grand Total:	\$81,823.42



Integrity Building Group, LLC

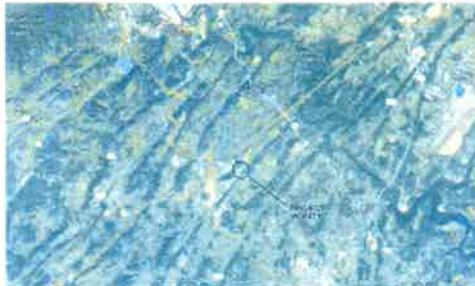
Miller Parke Phase I

Revision 4 - Resubmitted October 22, 2020
SITE / CIVIL PACKAGE
Project # 202034

INDEX OF DRAWINGS

SITE / CIVIL	
REV A	C-00 SITE/CIVIL PACKAGE COVER SHEET
C-01	OVERALL SITE PLAN
C-02	ROADWAY PLAN
C-03A	ROADWAY PROFILE
REV 4	C-03 ROADWAY DETAILS
REV 4	C-04 CROSSLING AND DRAINAGE PLAN
C-05	DRAINAGE PATH - EXISTING
C-06	DRAINAGE PATH - PROPOSED
C-07	DRAINAGE / STORMWATER DETAILS
REV 4	C-08 SANITARY SEWER PLAN
C-09	SANITARY SEWER PROFILES
C-10	SANITARY SEWER DETAILS
REV 4	C-11 WATERLINE LAYOUT PLAN
C-12	WATERLINE DETAILS
C-13	EROSION CONTROL PLAN - EXISTING
C-14	EROSION CONTROL PLAN - INTERMEDIATE
C-15	EROSION CONTROL PLAN - FINAL
C-16	EROSION CONTROL DETAILS
C-17	ORIGINAL SURVEY

VICINITY MAP



LOCATION MAP



CIVIL ENGINEER

**Cain
Rash
West**
Architects

Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

New Development for:
Integrity Building Group, LLC
Kingsport, TN

**Cain
Rash
West**

130 Regency Park Dr.
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

DATE	BY	DESCRIPTION



Issued 15 JUN 2020
Checked BYL
Drawn BYL
Project no. 202034

COVER SHEET

C-00

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	16	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 230	198	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020				Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	45	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	20	20	\$44,680.99	Closed
Harold Slemple & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	6	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	42	41	\$66,603.46	Closed
	Anchor Point - Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 62	55	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	43	42	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
	Riverbend - Epcon Phase II (tabled 1/10/11)	9	(\$33,171.54)	02/01/11				Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	\$30,938.04	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	\$1,959.94	Closed
Vic Davis	The Summitt at Preston Park Ph 3	20	\$79,327.82	12/03/13	4	3	\$70,967.77	Closed
	TOTAL	921	\$1,214,225.48		572	514	\$1,165,977.77	

Revised 11/03/20



AGENDA ACTION FORM

Enter into Agreement with TDOT for the Brickyard Park Bicycle-Pedestrian Bridge

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

Action Form No.: AF-314-2020
 Work Session: December 14, 2020
 First Reading: December 15, 2020

Final Adoption: January 19, 2021
 Staff Work By: M. Thompson, L. Phillips
 Presentation By: Ryan McReynolds

Recommendation: Approve the Budget Ordinance.

Executive Summary:

We request to enter into a Local Agency Project Agreement with the Tennessee Department of Transportation (TDOT) in order to proceed with the design phases of the proposed pedestrian bridge connecting downtown with the Brickyard / Riverview Area. This agreement establishes the relationship between the City and TDOT for the delivery of the proposed bridge.

Earlier this year, the City applied for a Transportation Alternative Program (TAP, 75% Federal / 25% Local) Grant from TDOT for the construction of the proposed bridge. The estimated cost of the total project is \$3,500,000 with \$3,000,000 estimated for construction and \$500,000 estimated for design phases (NEPA, Design, and ROW). In order to move forward with the design phases prior to the award of the TAP grant, the project has been added to the MTPO's Transportation Improvement Program (TIP). The TIP reflects the design phases to be funded by the MTPO's annually allocated Surface Transportation Block Grant (STBG) funds (80% Federal / 20% Local). Additionally, the TIP currently reflects the construction phase to be funded by local funds though the actual construction cost is anticipated to be funded by the TAP Grant. If the City does not receive the TAP Grant, we plan to modify the TIP to fund the construction through STBG funds.

Additionally, it is requested to fund the local obligation for the NEPA and Design portions of the design phase in the amount of \$75,000 by transferring funds from GP 2000 (Local Roads) into GP 2108 (Pedestrian Bridge).

Project Data: TDOT Agreement #: 200308; PIN: 131049.00; Federal Project #: STP-M-9108(52); State Project #: 82LPLM-F3-100.

Attachments:

1. Budget Ordinance
2. Resolution
3. Agreement (23 pages)

Funding source appropriate and funds are available: *AM*

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: *2W*

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

PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL PROJECTS 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 Projects Fund budget be amended by transferring \$75,000 from the Local Roads project (GP2000) to the Pedestrian Bridge project (GP2108).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Pedestrian Bridge (GP2108)			
Revenues:	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	0	0	0
311-0000-368.10-66 Series 2019 GO Improvment	0	64,145	64,145
311-0000-368.21-01 Premium From Bond Sale	0	10,855	10,855
Totals:	0	75,000	75,000
Expenditures:	\$	\$	\$
311-0000-601.90-03 Improvements	0	75,000	75,000
Totals:	0	75,000	75,000
Local Roads (GP2000)			
Revenues:	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	233,680	(64,145)	169,535
311-0000-368.21-01 Premium From Bond Sale	39,547	(10,855)	28,692
Totals:	273,227	(75,000)	198,227
Expenditures:	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	21,227	0	21,227
311-0000-601.90-03 Improvements	252,000	(75,000)	177,000
Totals:	273,227	(75,000)	198,227

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:

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE BRICKYARD PARK BICYCLE-PEDESTRIAN BRIDGE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to build a bicycle-pedestrian bridge which will connect the Brickyard/Riverview area to downtown Kingsport at Centennial Park at the total estimated cost of \$3,500,000.00; and

WHEREAS, the city would like to enter into an agreement with the Tennessee Department of Transportation (TDOT) for this project; and

WHEREAS, the first steps in the process are the National Environmental Policy Act (NEPA) and Design phases which are estimated at a cost of \$375,000.00 and will be funded with 80% federal funds and 20% (\$75,000.00) local funds which are available in account GP2108.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation (TDOT) to build a bicycle-pedestrian bridge which will connect the Brickyard/Riverview area to downtown Kingsport at Centennial Park, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation (TDOT) to build a bicycle-pedestrian bridge which will connect the Brickyard/Riverview area to downtown Kingsport at Centennial Park and all other documents necessary and proper and take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Number:	200308
Project Identification Number:	131049.00
Federal Project Number:	STP-M-9108(52)
State Project Number:	82LPLM-F3-100
State of Tennessee Department of Transportation	

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Brickyard Park Bicycle-Pedestrian Bridge"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	AGENCY	PROJECT
Utility Coordination by:	AGENCY	PROJECT
Construction by:	AGENCY	AGENCY

a) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

b) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for

the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question.

These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such

requirements are consistent with competitive bidding.

B.7 Detours

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.

2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line- item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in

the form of a canceled check or other means acceptable to the Department.

b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for underpayments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) Misrepresentation:

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) Litigation:

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) Approval by Department:

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) Conflict of Interests:

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) Default:

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation:

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any,

available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such

devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) DBE Policy:

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) DBE Obligation:

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--

Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an

officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:

1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D.19 Records:

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is

required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.

c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc

b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	5 Years
>\$200,000 - \$500,000	10 Years
>\$500,000 - \$1,000,000	20 Years

b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the

material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 15th day of December, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Agreement Number: 200308

Project Identification Number: 131049.00

Federal Project Number: STP-M-9108(52)

State Project Number: 82LPLM-F3-100

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Brickyard Park Bicycle-Pedestrian Bridge"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	AGENCY	PROJECT
Utility Coordination by:	AGENCY	PROJECT
Construction by:	AGENCY	AGENCY

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) DBE Obligation:

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	=	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF KINGSPORT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Patrick Shull **Clay Bright**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
J. M. Billingsley **John Reinbold**
Attorney **General Counsel**

EXHIBIT "A"

AGREEMENT #: 200308

PROJECT IDENTIFICATION #: 131049.00

FEDERAL PROJECT #: STP-M-9108(52)

STATE PROJECT #: 82LPLM-F3-100

PROJECT DESCRIPTION: Brickyard Park Bicycle-Pedestrian Bridge. This project will construct a pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park development. Railroad tracks separate downtown Kingsport from the Brickyard Park area and Riverview neighborhood. The new pedestrian bridge will provide a much safer route of travel between downtown Kingsport and the Brickyard Park and Riverview neighborhood by eliminating the current at-grade crossing.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: Bicycles and Pedestrian Facility

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STBG	80	0	20	\$125,000.00
PE-DESIGN	STBG	80	0	20	\$250,000.00
RIGHT-OF-WAY	STBG	80	0	20	\$125,000.00
CONSTRUCTION	LOCAL	0	0	100	\$3,115,000.00
CEI	LOCAL	0	0	100	\$350,000.00
TDOT ES	LOCAL	0	0	100	\$35,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



AGENDA ACTION FORM

Budget Adjustment Ordinance for Various Funds in FY21

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

Action Form No.: AF-311-2020
 Work Session: December 14, 2020
 First Reading: December 15, 2020

Final Adoption: January 19, 2021
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance amends the General Project Fund by accepting a payment in lieu of sidewalk in the amount of \$5,494 to the AEP Sidewalk Improvements project (GP2015) and by appropriating \$88,917 to the Public Safety Software & Equipment project (GP2103).

This ordinance also amends the Stormwater Project Fund by transferring \$25,000 from the Storm Water Infrastructure project (ST1602) to the ST System Mapping project (ST2103) and transfers \$9,770 from the Storm Water Infrastructure project (ST1602) to the Misc SW Line Rehab project (ST2102).

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: *CM*

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

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 Project Fund be amended by accepting a payment in lieu of sidewalk in the amount of \$5,494 to the AEP Sidewalk Improvements project (GP2015) and by appropriating \$88,917 to the Public Safety Sftw&Equip project (GP2103).

SECTION II. That the Stormwater Project Fund be amended by transferring \$25,000 from the Storm Water Infrastructure project (ST1602) to the ST System Mapping project (ST2103) and by transferring \$9,770 from the Storm Water Infrastructure project (ST1602) to the Misc SW Line Rehab project (ST2102).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Project Fund: 311</u>			
<u>AEP Sidewalk Improvements (GP2015)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-364.20-00 From Corporations	49,120	5,494	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	0	507,236
Totals:	589,120	5,494	594,614
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	238,140	5,494	243,634
311-0000-601.90-06 Purchases \$5,000 & Over	350,980	0	350,980
Totals:	589,120	5,494	594,614
<u>Public Safety Software & Equip (GP2103)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	700,000	88,917	788,917
Totals:	700,000	88,917	788,917
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-04 Equipment	50,000	(50,000)	0
311-0000-601.90-08 Software \$5,000 & Over	650,000	138,917	788,917
Totals:	700,000	88,917	788,917

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Fund: 110</u>			
<u>Expenditures:</u>	\$	\$	\$
110-3030-443.10-10 Salaries & Wages	3,737,500	(88,917)	3,648,583
110-4804-481.70-36 General Project Fund	2,425,000	88,917	2,513,917
Totals:	6,162,500	88,917	6,162,500

Account Number/Description:**Stormwater Project Fund:457****Storm Water Infrastructure (ST1602)****Revenues:**

457-0000-391.95-00 Storm Water Fund

Totals:**Budget****Incr/<Decr>****New Budget**

\$

538,755

\$

(34,770)

\$

503,985

538,755**(34,770)****503,985****Expenditures:**

457-0000-622.20-22 Construction Contracts

457-0000-622.20-23 Arch/Eng/Landscaping Serv

457-0000-622.90-03 Improvements

Totals:

\$

66,271

\$

(8,808)

\$

57,463

58,000

(203)

57,797

414,484

(25,759)

388,725

538,755**(34,770)****503,985****ST System Mapping (ST2103)****Revenues:**

457-0000-391.95-00 Storm Water Fund

Totals:

\$

100,000

\$

25,000

\$

125,000

100,000**25,000****125,000****Expenditures:**

457-0000-622.90-03 Improvements

Totals:

\$

100,000

\$

25,000

\$

125,000

100,000**25,000****125,000****Misc SW Line Rehab (ST2102)****Revenues:**

457-0000-391.95-00 Storm Water Fund

Totals:

\$

100,000

\$

9,770

\$

109,770

100,000**9,770****109,770****Expenditures:**

457-0000-622.90-03 Improvements

Totals:

\$

100,000

\$

9,770

\$

109,770

100,000**9,770****109,770**

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Diesel Single Axle Dump Truck

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

Action Form No.: AF-01-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 25, 2020 for the purchase of One (1) Diesel Single Axle Dump Truck for use by the Public Works Streets Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 11, 2020 and placed on our website for 14 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Goodpasture Motor Company, Inc. for One (1) 2022 International HV607 with Rogers Body as follows:

	\$98,300.00	Unit Cost
	\$8,965.00	Option A
Less	\$20,000.00	Trade-in Allowance #1900
	\$87,265.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

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: *202*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE DIESEL SINGLE AXLE DUMP TRUCK TO GOODPASTURE MOTOR COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 25, 2020, for the purchase of one (1) diesel single axle dump truck for use by the Public Works Streets Department; and

WHEREAS, the city will receive \$20,000.00 for a trade-in allowance for vehicle #1900;

WHEREAS, upon review of the bids, the board finds Goodpasture Motor Company, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 2022 International HV607 with Rogers Body diesel single axle dump truck with Option A from Goodpasture Motor Company, Inc., at a total purchase cost of \$87,265.00, which includes the deduction of the \$20,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 2022 International HV607 with Rogers Body diesel single axle dump truck with Option A at a total purchase cost of \$97,794.00, which includes the deduction of the \$20,000.00 trade-in allowance, is awarded to Goodpasture Motor Company, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING

November 25, 2020

4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

DIESEL SINGLE AXLE DUMP TRUCK						
Vendor:	Qty.:	Unit Cost:	Trade-In # 1900:	Option:	Delivery Time:	Make/Model:
Goodpasture Motor Company, Inc.	1	\$98,300.00	\$20,000.00	A- \$8,965.00	150 Bus. Days	2022 International HV607 with Rogers Body
Triad Freightliner of TN	1	\$95,921.00	\$17,200.00	A- \$8,965.00	120 - 150 Bus. Days	2022 Freightliner M2106 with Rogers Body

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

Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitiedodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitiedodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner
tlove@friendshipauto.com	Friendship Automotive
jchamblee@tedrussell.com	Ted Russell Ford



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Greg Willis, Streets Supervisor
Date: December 8, 2020
Re: Dump Truck – Single Axle - Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Works Streets Department. We are further recommending that the Trade In offering of \$20,000 for unit #1900 be accepted making the price for the unit \$78,300. We are additionally requesting that "Option A – Snow Plow" for \$8,965 be added to the unit for a total price of \$87,265.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2022 International/Reynolds Body	Goodpasture Motors	9-10 MPG

Low Compliant Bidder

The bidder was the low compliant bidder in all major aspects of the minimum specification requirements for the Single Axle Dump Truck specified, which includes a Reynolds dump body and snow plow option.

This unit will be Fleet Replacements.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 150 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed with the Streets Supervisor, Greg Willis, who is in agreement with this recommendation. A confirming email of agreement is attached.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since these replacement units are similar to the current units being operated.

Trade In(s)

1. Trade in(s):
 - a. 1900 - 2010 Kenworth T370 Dump Truck w/ Snow Plow
 - i. Age: 10 Years
 - ii. 76,572 Mileage
 - iii. 6.51 MPG
 - iv. Trade Offering: \$20,000

Origin/ Dealer Information

1. New Unit(s) Chassis Origin of Manufacture:
 - a. Chassis – Springfield, Illinois
 - i. 70 % Domestic/ 30 % Foreign Materials
2. Dump Body Manufacturer:
 - a. Body – Reynolds – Allen, KY.
 - i. 90 % Domestic/ 10 % Foreign Materials
3. Unit(s) Chassis Dealer:
 - a. Chassis – Goodpasture Motors – Bristol, VA.
4. Unit(s) Body Dealer:
 - a. Body – Reynolds – Allen, KY.

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

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

From: Elsea, Tim
Sent: Tuesday, December 08, 2020 7:57 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: FW: Truck bids for 1568,1569, and 1900

Steve,

Thank you for working on this for our group. We rely on Fleet experience in bid assessment and review of specifications to guide us through the process. As you and Greg have discussed Fleet has no concerns with these vehicles. We agree with your recommendation to purchase these trucks.

Tim

From: Willis, Greg
Sent: Monday, December 07, 2020 2:49 PM
To: Elsea, Tim <TimElsea@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: Truck bids for 1568,1569, and 1900

Tim I have reviewed the Dump truck specifications and recommend we proceed with the lowest compliant bidder in each category. Tandem will be Triad Freightliner of Tn., and the single axle will be Good Pasture Motor Company, Inc. Please review the bid tabs and if you agree please send your recommendation to Steve Hightower to proceed. Thanks!!



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Two (2) Diesel Tandem Axle Dump Truck

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

Action Form No.: AF-02-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 25, 2020 for the purchase of Two (2) Diesel Tandem Axle Dump Truck for use by the Public Works Streets Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 11, 2020 and placed on our website for 14 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Triad Freightliner of TN for Two (2) 2022 Freightliner M2106 with Rogers Body as follows:

	\$108,849.00	Unit Cost
	\$8,965.00	Option A
Less	\$17,600.00	Trade-in Allowance #1568
Less	\$17,600.00	Trade-in Allowance #1569
	<u>\$200,428.00</u>	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

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
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
TWO DIESEL TANDEM AXLE DUMP TRUCKS TO TRIAD
FREIGHTLINER OF TENNESSEE AND AUTHORIZING THE CITY
MANAGER TO EXECUTE A PURCHASE ORDER FOR THE
SAME

WHEREAS, bids were opened November 25, 2020, for the purchase of two (2) diesel tandem axle dump truck for use by the Public Works Streets Department; and

WHEREAS, the city will receive \$17,600.00 for a trade-in allowance for vehicle #1568, and \$17,600.00 trade-in allowance for vehicle #1569; and

WHEREAS, upon review of the bids, the board finds Triad Freightliner of Tennessee is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Triad Freightliner of Tennessee for two (2) 2022 Freightliner M2106 with Rogers Body diesel tandem axle dump trucks with Option A from Triad Freightliner of Tennessee, at a total purchase cost of \$200,428.00, which includes the deduction of the \$35,200.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2022 Freightliner M2106 with Rogers Body diesel tandem axle dump trucks with Option A at a total purchase cost of \$200,428.00, which includes the deduction of the \$35,600.00 trade-in allowance, is awarded to Triad Freightliner of Tennessee and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING
November 25, 2020
4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

DIESEL TANDEM AXLE DUMP TRUCK							
Vendor:	Qty.:	Unit Cost:	Trade-In # 1568:	Trade-In # 1569:	Option:	Delivery Time:	Make/Model:
Good Pasture Motor Company, Inc.	2	\$110,500.00	\$17,000.00	\$17,000.00	A- \$8,965.00	150 Bus. Days	2022 International HV607 with Rogers Body
Triad Freightliner of TN	2	\$108,849.00	\$17,600.00	\$17,600.00	A- \$8,965.00	120-150 Bus. Days	2022 Freightliner M2106 with Rogers Body

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

Vehicle Vendors

Email Address	Business
brian@autoworldbsg.com	Auto World of Big Stone Gap
carlarcher@billgatton.com	Bill Gatton
chite@courtesykingsport.com	Courtesy Chevrolet
crabtreebgmc@gmail.com	Crabtree Buick GMC
kp_porter@hotmail.com	Empire Ford
jason.empireford@gmail.com	Empire Ford II
alandrinnon@fairwaykingsport.com	Fairway Ford
drewjohnson32@yahoo.com	Freedom Ford/Chevrolet
herb.odom@freelandauto.com	Freeland Auto
wpickard@goldencircle.com	Golden Circle Ford
ctuckerold@lcford.com	Lance Cunningham Ford
lcag.fleet@gmail.com	Lonnie Cobb Ford
Donna.Newell@Ford1.biz	Neighborhood Ford
piper.kirk@tricitydodge.com	Tri Cities Dodge
dmeador@heavymachinesinc.com	Heavy Machines
sales@goodpasturemotor.com	Goodpasture Motor Co
dave@g-sproducts.com	GSP Marketing
jrogers@thepetestore.com	The Pete Store
chris.jessee@mhc.com	MHC Kenworth
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
nick.jennings@tricitydodge.com	Tri-cities dodge
scott.pekar@thetruckpeople.com	Worldwide Equipment
todd.love@thetruckpeople.com	Worldwide Ford Sales
rob@ciequipment.com	Carolina Industrial Equipment
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
cmiequip@bellsouth.net	CMI Equip
cory@pweasi.com	Public Works Equipment
richmondmachinery@msn.com	Richmond Machinery
roddersandjetsco@aol.com	Rodders & Jets
dhigdon@stowerscat.com	Stowers
craig@stringfellow.bz	Stringfellow
bjanutolo@triadfreightlinertn.com	Triad Freightliner
tlove@friendshipauto.com	Friendship Automotive
jchamblee@tedrussell.com	Ted Russell Ford



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Greg Willis, Streets Supervisor
Date: December 8, 2020
Re: Dump Truck – Tandem Axle - Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Works Streets Department. We are further recommending that the Trade In offerings for units #1568 and #1569 of \$17,600 each be accepted making the price per unit \$91,249. We are additionally requesting that "Option A – Snow Plow" for \$8,965 be added to the units for a total individual price of \$100,214 each.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	2022 Freightliner w/ Rogers Body	Triad Freightliner of TN	2 City/ 6 Hwy

Low Compliant Bidder

The bidder was the low compliant bidder in all major aspects of the minimum specification requirements for the Tandem Axle Dump Truck(s) specified, which includes a Rogers dump body and snow plow option.

These units will be Fleet Replacements

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 120-150 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed with the Streets Supervisor, Greg Willis, who is in agreement with this recommendation. A confirming email of agreement is attached.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement units are similar to the current units being operated.

Trade In(s)

1. Trade in(s):
 - a. 1568 - 2003 Freightliner Diesel Tandem Axle Dump Truck w/ Snow Plow
 - i. Age: 17 Years
 - ii. 90,990 Mileage
 - iii. 5.55 MPG
 - iv. Trade Offering: \$17,600
 - b. 1569 - 2003 Freightliner Diesel Tandem Axle Dump Truck w/ Snow Plow
 - i. Age: 17 Years
 - ii. 86,421 Mileage
 - iii. 5.50 MPG
 - iv. Trade Offering: \$17,600

Origin/ Dealer Information

1. New Unit(s) Chassis Origin of Manufacture:
 - a. Chassis – Mount Holly, NC
 - i. 50 % Domestic/ 50 % Foreign Materials
2. Dump Body Manufacturer:
 - a. Body – Rogers - Nashville, TN
 - i. 95 % Domestic/ 5 % Foreign Materials
3. Unit(s) Chassis Dealer:
 - a. Chassis – Triad Freightliner of TN– Kingsport, TN.
4. Unit(s) Body Dealer:
 - a. Body – Rogers - Nashville, TN

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



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

From: Elsea, Tim
Sent: Tuesday, December 08, 2020 7:57 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: FW: Truck bids for 1568,1569, and 1900

Steve,

Thank you for working on this for our group. We rely on Fleet experience in bid assessment and review of specifications to guide us through the process. As you and Greg have discussed Fleet has no concerns with these vehicles. We agree with your recommendation to purchase these trucks.

Tim

From: Willis, Greg
Sent: Monday, December 07, 2020 2:49 PM
To: Elsea, Tim <TimElsea@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: Truck bids for 1568,1569, and 1900

Tim I have reviewed the Dump truck specifications and recommend we proceed with the lowest compliant bidder in each category. Tandem will be Triad Freightliner of Tn., and the single axle will be Good Pasture Motor Company, Inc. Please review the bid tabs and if you agree please send your recommendation to Steve Hightower to proceed. Thanks!!



AGENDA ACTION FORM

Awarding Purchase of Colonial View and New Hillcrest Spare Pumps to Blue Ridge Technical

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

Action Form No.: AF-04-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation: Approve the Resolution.

Executive Summary:

In order to increase reliability for Kingsport's water customers, the City plans to purchase spare pumps and motors for the City's two largest water pump stations, Colonial View and New Hillcrest. Each pump station is designed with redundancy to ensure reliability with one pump out of service. Unfortunately, increase in lead times for delivery has increased the City's risk of not being able to provide water service if an additional pump were to fail. Presently, the lead time on pumps/motors for these stations is five months.

Water pump stations are vital to provide water to various parts of the water system, called pressure zones. The City maintains twelve main pump stations servicing fifteen pressure zones throughout the water system. Colonial View pump station provides water to three additional pump stations and five water storage tanks in four pressure zones servicing approximately 25% of the City's water customers. The New Hillcrest pump station pumps water to two additional pump stations and three tanks in three pressure zones.

Bids were received and opened December 2, 2020. Barge Design Solutions and staff evaluated bids. Wastewater Solutions, LLC was the apparent low bidder. However, there were several discrepancies with their bid submission. Therefore, we recommend awarding the bid to Blue Ridge Technical. Due to long lead times and Covid 19, shipping cost could not be established at bid date. An estimated freight charge of \$4,500 has been added to the bid. Equipment cost and freight total \$188,202.00. Funding is identified in WA2009.

Attachments:

1. Resolution
2. Location Map
3. Distribution System Schematic
4. Recommendation Memo
5. Certified Bid Tab

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
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF COLONIAL VIEW AND NEW HILLCREST SPARE PUMPS TO BLUE RIDGE TECHNICAL 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 December 2, 2020, for spare pumps for Colonial View and New Hillcrest, the city's two largest water pump stations; and

WHEREAS, upon review of the bids, the board finds Blue Ridge Technical 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 with Blue Ridge Technical for spare pumps for Colonial View and New Hillcrest, the city's two largest water pump stations, at an estimated cost of \$188,202.00; and

WHEREAS, funding is identified in project number WA2009.

Now therefore,

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

SECTION I. That the bid for the spare pumps for Colonial View and New Hillcrest at an estimated cost of \$188,202.00 is awarded to Blue Ridge Technical, and the mayor is authorized to execute an agreement for the same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

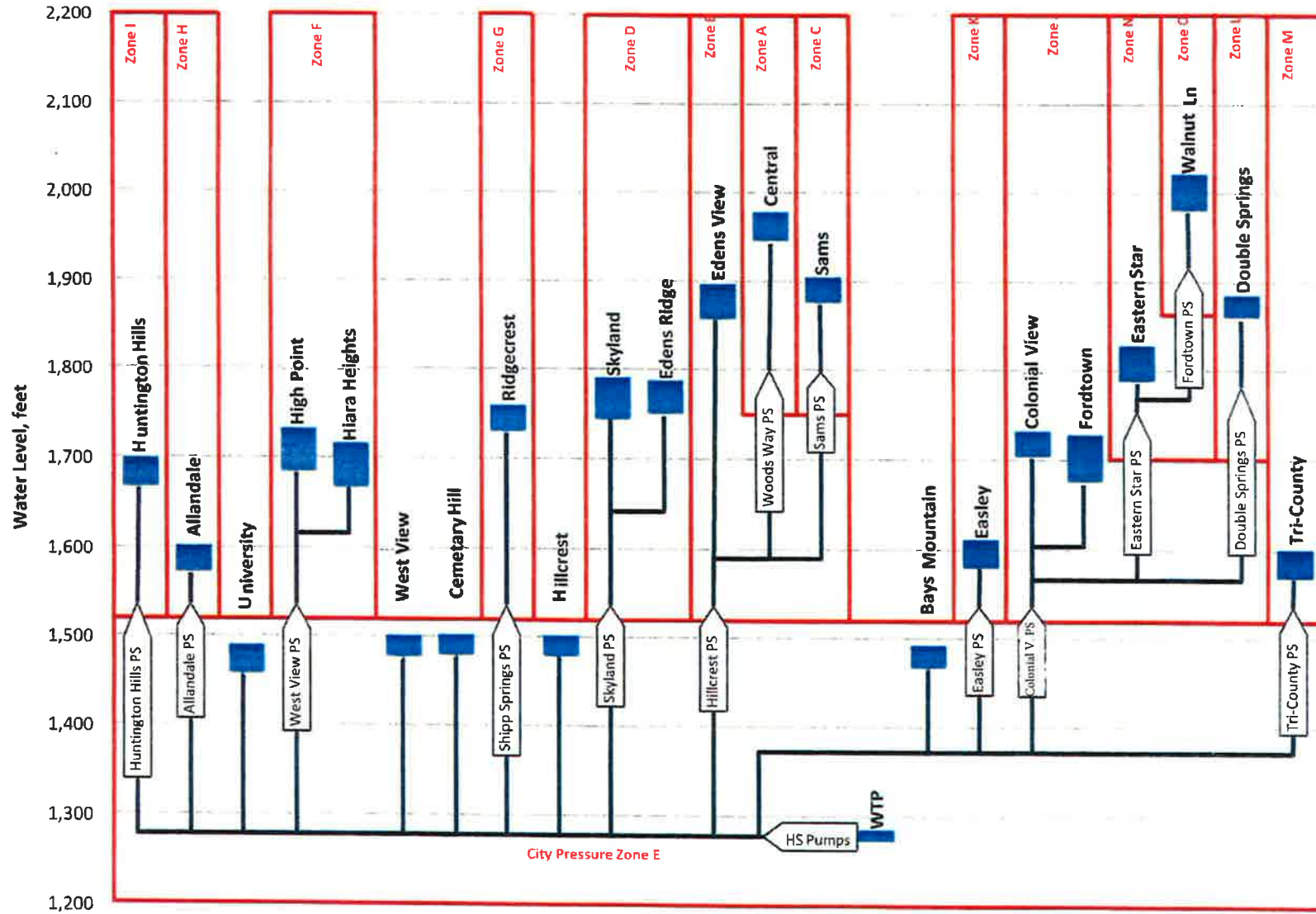
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Kingsport Water Distribution System Schematic





December 08, 2020

Ms. Niki Ensor
Water/Wastewater Facilities Manager
City of Kingsport
225 W. Center Street
Kingsport, TN 37660

RE: Recommendation of Award
New Hillcrest and Colonial View Pump Stations – Replacement Pumps and Motors

Dear Ms. Ensor:

Bids were received and opened on December 2, 2020 for the referenced project. Wastewater Solutions, LLC was the apparent low bidder in the bid amount of \$101,869.00. A tabulation of the bids is attached.

A review by Barge Design Solutions, Inc. (Barge) identified deficiencies in Wastewater Solutions, LLC bid submission as summarized below:

- Failure to indicate on the bid form exceptions to the specifications were attached.
- Failure to provide pump bowl assembly manufactured by Weir/Floway Model 14DKH, information that the proposed New Hillcrest pump bowl assembly is an identical performance and dimensional pump (IPDI) per ANSI/HI 2.1-2.2-2014 or that the proposed substitution is guaranteed as an exact fit with no modifications.
- Failure to provide New Hillcrest pump motor manufactured by General Electric or that the proposed substitution (US Motor) is guaranteed as an exact fit with no modifications.
- Failure to provide pump manufactured by Rentzel/Dempster Model 15BCH, information that the proposed Colonial View pump is an identical performance and dimensional pump (IPDI) per ANSI/HI 2.1-2.2-2014 or that the proposed substitution is guaranteed as an exact fit with no modifications.
- Failure to provide Colonial View pump motor manufactured by General Electric or that the proposed substitution (US Motor) is guaranteed as an exact fit with no modifications.

After discussions with the City of Kingsport, we are in agreement that the Wastewater Solutions, LLC bid should be deemed non-responsive, based on the above matters.

This would result in Blue Ridge Technical being the apparent low bidder in the amount of \$183,702.00. It should be noted that Blue Ridge Technical's bid did not include shipping cost. They stated in their bid submittal that due to the uncertain nature of shipping due to the current COVID-19 Pandemic that shipping cost could not be established that far in advance. Barge requested Blue Ridge Technical to provide an estimated shipping cost for the purposes of bid evaluation and to establish a contract value in the event they are awarded the contract. Blue Ridge Technical was responsive to this request and provided an estimated shipping cost of \$4,500.00.

Barge has worked with Blue Ridge Technical in the recent past and has found their work acceptable; therefore, no references were checked.

As a result of this review, we recommend Blue Ridge Technical as the responsive and responsible low bidder for the project. This will result in a contract amount of \$188,202.00.



Ms. Niki Ensor
December 08, 2020
Page - 2

If you have any questions, please do not hesitate to call me.

Sincerely,

Barge Design Solutions, Inc.

A handwritten signature in black ink, appearing to read "E. Lawrence".

Eddie Lawrence, P.E.
Senior Civil Engineer

c: Mr. Nelson Elam, Barge

Enclosure

Barge project # 37364-00

Bid Tabulation**New Hillcrest & Colonial View Pump Stations - Replacement Pumps and Motors**

Kingsport, Tennessee

Project No.: 37364-00


Bid Date: December 02, 2020

Bid Time: 4:00 p.m. ET

Addenda Issued: 1

		BIDDER														
Item	Equipment Specified	Tekwell Services					Blue Ridge Technical					Wastewater Solutions, LLC				
		Product Data Submitted with Bid (Yes/No)	Equipment Proposed	Direct Replacment (Yes/No)	Guarantee of Exact Fit Provided with Bid for Non-Specified Equipment (Yes/No)	Bid Price	Product Data Submitted with Bid (Yes/No)	Equipment Proposed	Direct Replacment (Yes/No)	Guarantee of Exact Fit Provided with Bid for Non-Specified Equipment (Yes/No)	Bid Price	Product Data Submitted with Bid (Yes/No)	Equipment Proposed	Direct Replacment (Yes/No)	Guarantee of Exact Fit Provided with Bid for Non-Specified Equipment (Yes/No)	Bid Price
New Hillcrest Replacement Pump	Weir/Floway Model 14DKH, 7-Stage, Serial Number 33682-1	No	Unknown	Unknown	No	\$ 52,284.10	Yes	As Specified	Yes	N/A	\$ 38,929.00	Yes	Boesch Model 14MS-2C	Unknown	No	\$ 25,497.00
New Hillcrest Replacement Motor	General Electric Model Number SK5509DT6089, Serial Number NP6024007 Updated Replacement	No	Unknown	Unknown	No	\$ 38,825.06	Yes	As Specified	Yes	N/A	\$ 48,552.00	Yes	US Motor 447TP, TPA, TPB	Unknown	No	\$ 23,806.00
Colonial View Replacement Pump	Rentzel/Dempster Model 15BCH, 4-Stage, Serial Number 97L5607	No	Unknown	Unknown	No	\$ 80,391.33	Yes	As Specified	Yes	N/A	\$ 69,643.00	Yes	Boesch 14HXXH-1C	Unknown	No	\$ 34,134.00
Colonial View Replacement Motor	General Electric Model Number SK5445DAJ6008C	No	Unknown	Unknown	No	\$ 18,786.51	Yes	As Specified	Yes	N/A	\$ 26,578.00	Yes	US Motor H444, H445TP, TPA	Unknown	No	\$ 18,432.00
Total Bid		\$ 190,287.00					\$ 183,702.00					\$ 101,869.00				

To the best of my knowledge, this is a true and exact tabulation of bids received.


 Eddie Lawrence, P.E.

 12-8-2020
 Date



AGENDA ACTION FORM

Enter into a Contractual Agreement, TDOT Project No: 825339-S3-005 and TDOT Project No: 825339-S3-004 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses

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

Action Form No.: AF-17-2021
Work Session: January 19, 2021
First Reading: N/A

Final Adoption: January 19, 2021
Staff Work By: Candace Sherer
Presentation By: Chris McCart

Recommendation:

Approve the Resolution.

Executive Summary:

The Board of Mayor and Alderman on July 7, 2020 approved a resolution authorizing the filing of a Federal Transit Administration Section 5339 Grant Application (AF-189-2020) for the replacement of three (3) transit buses, one (1) transit van, and add one (1) transit van to its fleet. FTA considers this a "multisource" grant because it uses both 5339(a) and 5339(b) source codes; therefore, each code has a different matching requirement as shown in the table below. This is the state matching contract for the grant. Funding to fulfill the local match was allotted in the City of Kingsport FY 20 budget.

TDOT PROJECT NO: 825339-S3-005

5339(a) (85%) Federal; (7.5%) Local; (7.5%) State					
		Local	State	Federal	Total
TOTAL CAPITAL		31,747.00	31,747.00	359,805.00	423,299.00

TDOT PROJECT N). 825339-S3-004

5339(b) (61%) Federal; (10%) Local; (29%) State					
		Local	State	Federal	Total
TOTAL CAPITAL		12,355.00	35,830.00	75,365.00	123,550.00

Attachments:

1. Resolution
2. Contracts

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
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING TWO AGREEMENTS WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on July 7, 2020, the board authorized the filing of a Federal Transit Administration(FTA) Section 5339 Grant Application for the Kingsport Area Transit Service(KATS); and

WHEREAS, the FTA considers this a "multisource" grant because it uses both 5339(a) and 5339(b) source codes; therefore, each code has a different matching requirement; and

WHEREAS, in order to accept the state matching grant funds, the city is required to enter into an agreement with the Tennessee Department of Transportation for TDOT Project No. 825339-S3-004 and an agreement for TDOT Project No. 825339-S3-005.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation for TDOT Project No. 825339-S3-004 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation for TDOT Project No. 825339-S3-004 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

TDOT PROJECT NO.: 825339-S3-004

FTA PROJECT NO.: TN2020-033

DGA NO.: DG21-65691

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

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

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

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

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

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

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

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
- b. the 5339 Program application;
- c. to comply with the requirements detailed in the most current TDOT State Management Plan approved by FTA; and
- d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2020 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-five Thousand, Eight Hundred and Thirty Dollars and No Cents (\$35,830.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

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

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

Tennessee Department of Transportation Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200 Nashville, Tennessee 37243

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual,

reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

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

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

(4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

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

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

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

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

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

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

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

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

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

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

The State:

Brenden Henderson, Program Monitor 1 Tennessee Department of Transportation Multimodal Transportation Resources Division James K. Polk Building, Suite 1200

505 Deaderick Street

Nashville, Tennessee 37243 Brenden.henderson@tn.gov Telephone # (615) 253-4942

FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP

Public Transportation Manager Kingsport Area Transit Service 900 East Main Street Kingsport, Tennessee 37660

ChrisCampbell@KingsportTn.gov Telephone # (423) 224-2857

FAX # (423) 224-2615

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

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

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

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

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

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

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

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

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

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

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

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

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

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

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

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

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force

Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

D.26. Reserved.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;

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

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29.

D.30. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.31. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.32. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.33. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.34. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.35. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

D.36. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full

compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

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

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

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

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

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

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

- a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
- b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
- c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

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

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
- b) Property Damage Liability – minimum of \$300,000.00 per incident.
- c) Comprehensive – maximum deductible of \$500.00.
- d) Collision – maximum deductible of \$500.00.
- e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

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

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

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

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)

E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.

E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.13. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.

b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

(1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

[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 an agreement with the Tennessee Department of Transportation for TDOT Project No. 825339-S3-005 is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation for TDOT Project No. 825339-S3-005, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

TDOT PROJECT NO.: 825339-S3-005

FTA PROJECT NO.: TN2020-033

DGA NO.: DG21-65969

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

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

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

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

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

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

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

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
- b. the 5339 Program application;
- c. to comply with the requirements detailed in the most current TDOT State Management Plan approved by FTA; and
- d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2020 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-one Thousand, Seven Hundred and Forty-seven Dollars and No Cents (\$31,747.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

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

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

Tennessee Department of Transportation Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200 Nashville, Tennessee 37243

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

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

(4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

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

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

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

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

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

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

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

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

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

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

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

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

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

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

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

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

D. **STANDARD TERMS AND CONDITIONS:**

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

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

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

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

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract

for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

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

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

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

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

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

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

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

The State:

Brenden Henderson, Program Monitor 1 Tennessee Department of Transportation Multimodal Transportation Resources Division James K. Polk Building, Suite 1200
505 Deaderick Street

Nashville, Tennessee 37243 Brenden.henderson@tn.gov Telephone # (615) 253-4942

FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP

Public Transportation Manager Kingsport Area Transit Service 900 East Main Street Kingsport, Tennessee 37660

ChrisCampbell@KingsportTn.gov Telephone # (423) 224-2857

FAX # (423) 224-2615

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

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

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

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

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

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

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

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

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

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

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

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

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

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

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

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

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment One.

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any

securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

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

D.26. Reserved.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals,

amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

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

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

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

declared severable.

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

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

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

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

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

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

b. of this certification; and

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of

any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

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

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

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

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

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
 - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
 - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
 - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.

c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
- b) Property Damage Liability – minimum of \$300,000.00 per incident.
- c) Comprehensive – maximum deductible of \$500.00.
- d) Collision – maximum deductible of \$500.00.
- e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

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

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

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

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)

E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.

E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.13. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
- b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 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 VII. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER


APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

TDOT PROJECT NO.: 825339-S3-005

FTA PROJECT NO.: TN2020-033

DGA NO.: DG21-65969

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 10/1/2020		End Date 6/30/2023		Agency Tracking # 40100-18820	
Edison ID 65969					Edison Vendor ID 1562
Grantee Legal Entity Name City of Kingsport					
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #			
		Grantee's fiscal year end June 30			
Service Caption (one line only) FFY 2017, 2018 & 2019 – 5339 Bus and Bus Facilities Program – Capital Funding					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$31,747.00				\$31,747.00
TOTAL:	\$31,747.00				\$31,747.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Selection of Projects is based on a) State match of a percentage of FTA 5339 program award to Direct Recipient Grantees, or b), in the case of Subrecipient Grantees, FTA 5339 program federal funds are allocated by TDOT according to the Grantee agency's need, vehicle inventory, and condition of its fleet, and TDOT provides State match funding of a percentage of the those funds allocated to the Subrecipient Grantees.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG	
				Z-21-PB00-02	
Speed Chart (optional)		Account Code (optional) 71302000			

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

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

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
 - b. the 5339 Program application;
 - c. to comply with the requirements detailed in the most current TDOT State Management Plan approved by FTA; and
 - d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2020 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-one Thousand, Seven Hundred and Forty-seven Dollars and No Cents (\$31,747.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment

One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
 Multimodal Transportation Resources Division
 505 Deaderick Street – James K. Polk Building, Suite1200
 Nashville, Tennessee 37243

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

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

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

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - a. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Brenden Henderson, Program Monitor 1
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857

FAX # (423) 224-2615

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State,

the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment One.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

D.26. **Reserved.**

- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.
- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions

before approving a proposed transfer or restructuring.

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

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

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

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

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

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

- a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

TDOT PROJECT NO.: 825339-S3-005
 FTA PROJECT NO.: TN2020-033
 DGA NO.: DG21-65969

- E.13. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

PATICK SHULL, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN H. REINBOLD, GENERAL COUNSEL
 APPROVED AS TO FORM AND LEGALITY

DATE

TDOT PROJECT NO.: 825339-S3-005
 FTA PROJECT NO.: TN2020-033
 DGA NO.: DG21-65969

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$31,747.00	\$359,805.00	\$31,747.00	\$31,747.00	\$423,299.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$31,747.00	\$359,805.00	\$31,747.00	\$31,747.00	\$423,299.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 825339-S3-005

FTA PROJECT NO.: TN2020-033

DGA NO.: DG21-65969

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance NON-ADA	\$31,747.00	\$359,805.00	\$31,747.00	\$31,747.00	\$423,299.00
TOTAL	\$31,747.00	\$359,805.00	\$31,747.00	\$31,747.00	\$423,299.00

ATTACHMENT TWO**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1562

Is City of Kingsport a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Kingsport a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information


Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 10/1/2020		End Date 6/30/2023		Agency Tracking # 40100-18920	
Edison ID 65961					
Grantee Legal Entity Name City of Kingsport					Edison Vendor ID 1562
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # Grantee's fiscal year end June 30			
Service Caption (one line only) FFY 2017, 2018 & 2019 – 5339(B) Bus and Bus Facilities Program – Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$35,830.00				\$35,830.00
TOTAL:	\$35,830.00				\$35,830.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection 5339(b) applications are submitted to the FTA, which in turn ranks the applications on a competitive basis. The State matches a percentage of these funds. Large and small urban federal funds are awarded directly to the Recipient. TDOT Multimodal controls the Federal and State funds for Rural Grantees. <input type="checkbox"/> Non-competitive Selection Describe the non-competitive selection process used.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG Z-21-5339-02	
Speed Chart (optional)		Account Code (optional) 71302000			

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

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

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
 - b. the 5339 Program application;
 - c. to comply with the requirements detailed in the most current TDOT State Management Plan approved by FTA; and
 - d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2020 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-five Thousand, Eight Hundred and Thirty Dollars and No Cents (\$35,830.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items

include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
 Multimodal Transportation Resources Division
 505 Deaderick Street – James K. Polk Building, Suite 1200
 Nashville, Tennessee 37243

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

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

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

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - a. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Brenden Henderson, Program Monitor 1
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

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

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

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

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction

over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55,

Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

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

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of

the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601

through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.
- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
 - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
 - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
 - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.13. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
 - a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

PATRICK SHULL, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

**JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

TDOT PROJECT NO.: 825339-S3-004
 FTA PROJECT NO.: TN2020-033
 DGA NO.: DG21-65691

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11 00 S0 Capital Assistance, Non-ADA - TDOT	\$35,830.00	\$75,365.00	\$35,830.00	\$12,355.00	\$123,550.00
11 00 S1 Capital Assistance, ADA - TDOT					
11.1x xx Revenue Rolling Stock					
11.2x xx Transitways / Line					
11.3x xx Station Stops & Terminals					
11.4x xx Support Equip / Facilities					
11.5x xx Electrification / Power Dist					
11.6x xx Signal & Communication Equip					
11.7x xx Other Capital Items					
11.8x xx State / Programs Administration					
11.9x xx Transit Enhancements					
12 xx xx Fixed Guideway					
14 xx xx New Start					
SCOPE—OPERATING					
30 00.00 Operating Assistance - TDOT					
30 xx xx Operating Assistance					
SCOPE—PLANNING					
44 00 S0 Planning - TDOT					
44 xx xx Planning					
SCOPE—MANAGEMENT TRAINING					
50 xx xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51 xx xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55 xx xx Research Projects					
SCOPE—SAFETY & SECURITY					
57 xx xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70 xx xx					
SCOPE - Non-Add Scope Codes					
99 xx xx					
SCOPE - OTHER					
63.5x xx - Rural Technical Assistance Program					
xx xx xx - Other					
xx xx xx - Other					
xx xx xx - Other					
GRAND TOTAL	\$35,830.00	\$75,365.00	\$35,830.00	\$12,355.00	\$123,550.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 825339-S3-004

FTA PROJECT NO.: TN2020-033

DGA NO.: DG21-65691

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance NON-ADA	\$35,830.00	\$75,365.00	\$35,830.00	\$12,355.00	\$123,550.00
TOTAL	\$35,830.00	\$75,365.00	\$35,830.00	\$12,355.00	\$123,550.00

ATTACHMENT TWO**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1562

Is City of Kingsport a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Kingsport a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Apply and Receive the TN Department of Health Built Environment Grant

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

Action Form No.: AF-03-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Robin DiMona
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The Parks and Recreation department received notice from the Tennessee Department of Health to submit an application for the Healthy Built Environment grant in the amount of \$85,000.

The proposed project, included in Phase One of the Riverbend Park Master plan, is to build a nature-based playground. Funding from the State of Tennessee Health Department will be used to design, purchase, and install the nature-based playground meeting all safety/accessible standards, be unique in design, as well as encourage "free play" exploration in a natural setting. The Riverbend playground will set a standard of excellence for the quality of life in Kingsport and be an example of how to incorporate nature into play. As stated in the letter of intent, nature-themed design, being aesthetically appropriate for the site, will entice many users from the surrounding neighborhoods, adjacent apartments, and nearby businesses to meet the physical activity /health needs of the community.

This grant funded by the State of Tennessee Health Department requires no match.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HEALTHY BUILT ENVIRONMENT GRANT THROUGH THE TENNESSEE DEPARTMENT OF HEALTH FOR A NATURE-BASED PLAYGROUND

WHEREAS, the city, through the parks and recreation department, would like to apply for Healthy Built Environment grant through the Tennessee Department of Health; and

WHEREAS, the funds will be used for the Phase One of the Riverbend Park Master plan to design, purchase, and install the nature-based playground meeting all safety/accessible standards, which playground will be unique in design and encourage "free play" exploration in a natural setting; and

WHEREAS, the maximum amount of the grant award is \$85,000.00, and no match is required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Healthy Built Environment grant through the Tennessee Department of Health, in the amount of \$85,000.00, and no match is required.

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 any and all documents, including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions or to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Accept a Contractual Agreement, TDOT Project No: 825339-S3-003 with the Tennessee Department of Transportation

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

Action Form No.: AF-16-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Timothy Land
 Presentation By: Timothy Land

Recommendation:

Approve the Resolution.

Executive Summary:

The Board of Mayor and Alderman on July 6, 2020 approved the ordinance and resolution for amending additional funding into an existing grant (Project No. TN-2016-029) to be used to purchase a replacement bus. The purpose of this action is to approve the state match from Tennessee Department of Transportation (TDOT).

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State	Local	State	Federal	Total
Redistributed Funding	\$3,131	\$3,131	\$35,482	\$41,744

Attachments:

1. Resolution
2. Contract

Funding source appropriate and funds are available: *pm*

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: *mw*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT ONE TO THE GRANT CONTRACT GG-18-58764 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. TN-2016-029; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in July, 2020, the board approved a resolution authorizing the mayor to sign an agreement with the Tennessee Department of Transportation for additional funding from the federal government to purchase a transit bus for the Kingsport Area Transit Service; and

WHEREAS, to receive the \$3,131.00 portion of funds from the state, the Tennessee Department of Transportation requests Amendment One to the grant contract to be executed.

Now therefore,

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

SECTION I. That Amendment One to the Grant Contract GG-18-58764 for Project No. TN-2016-029 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment One to the Grant Contract GG-18-58764 for Project No. TN-2016-029, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**AMENDMENT ONE
OF GRANT CONTRACT GG-18-58764**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. TERM OF GRANT CONTRACT is deleted in its entirety and replaced with the following:

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2018 ("Effective Date") and ending on December 31, 2022 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-two Thousand, Two Hundred and seventy-three Dollars and No Cents (\$42,273.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract section C.5. Invoice Requirements is deleted in its entirety and replaced with the following:

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

Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - v. With each invoice submitted to the State, the Grantee shall also provide a copy of the invoice form submitted by the Subrecipient.
 - vi. With each invoice submitted to the State, the Grantee shall provide a copy of documentation of the drawdown of the federal funds for the federal portion of the reimbursement to the Subrecipient from the FTA ECHO system or the current federal cash system.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.
4. Grant Contract section C.7. Disbursement Reconciliation and Close Out is deleted in its entirety and replaced with the following:
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts

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

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

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

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

5. Grant Contract section D.8. Communications and Contracts is deleted in its entirety and replaced with the following:

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

The State:

Brenden Henderson,
Program Monitor 1
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

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

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

6. Grant Contract section D.18. Annual and Final Reports is deleted in its entirety and replaced with the following:

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

7. Grant Contract section D.20. Procurement is deleted in its entirety and replaced with the following:

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

8. Grant Contract section D.27. State Interest in Equipment or Motor Vehicles is deleted in its entirety and replaced with the following:

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;

- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

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

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

9. Grant Contract section D.29. Governing Law is deleted in its entirety and replaced with the following:

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

10. Grant Contract section E.10. The Grantee agrees is deleted in its entirety and replaced with the following:

E.10. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

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

- a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
- b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
- c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

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

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
- b) Property Damage Liability – minimum of \$300,000.00 per incident.
- c) Comprehensive – maximum deductible of \$500.00.
- d) Collision – maximum deductible of \$500.00.

- e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

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

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

11. The following is added as Grant Contract section E.15. Ban on Texting While Driving:

E.15. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.

b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

(1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

12. Grant Contract Attachment New Attachment One attached hereto is added as a new attachment.

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 once all required approvals are obtained. All other terms and conditions of this Grant 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 amendment/agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Agency Tracking #	Edison ID	Contract #	Amendment #
40100-16818	58764	GG-18-58764	1
Contractor Legal Entity Name			Edison Vendor ID
City of Kingsport			1562
Amendment Purpose & Effect(s)			
FFY2013-2016			
Amendment Changes Contract End Date:		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	End Date: December 31, 2022
TOTAL Contract Amount INCREASE per this Amendment (zero if N/A):			\$3,131.00
Funding —			
FY	State	Federal	Interdepartmental
2018	\$39,142.00		
2021	\$3,131.00		
TOTAL:	\$42,273.00		
		\$42,273.00	
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.		CPO USE	
		GG-18-58764-A	
Speed Chart (optional)	Account Code (optional) 71302000		

**AMENDMENT ONE
OF GRANT CONTRACT GG-18-58764**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee. It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. TERM OF GRANT CONTRACT is deleted in its entirety and replaced with the following:

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2018 ("Effective Date") and ending on December 31, 2022 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-two Thousand, Two Hundred and seventy-three Dollars and No Cents (\$42,273.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract section C.5. Invoice Requirements is deleted in its entirety and replaced with the following:

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

Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.
- v. With each invoice submitted to the State, the Grantee shall also provide a copy of the invoice form submitted by the Subrecipient.
- vi. With each invoice submitted to the State, the Grantee shall provide a copy of documentation of the drawdown of the federal funds for the federal portion of the reimbursement to the Subrecipient from the FTA ECHO system or the current federal cash system.

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

4. Grant Contract section C.7. Disbursement Reconciliation and Close Out is deleted in its entirety and replaced with the following:

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

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

- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
5. Grant Contract section D.8. Communications and Contracts is deleted in its entirety and replaced with the following:
- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Program Monitor 1
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

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

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

6. Grant Contract section D.18. Annual and Final Reports is deleted in its entirety and replaced with the following:

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

7. Grant Contract section D.20. Procurement is deleted in its entirety and replaced with the following:

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

8. Grant Contract section D.27. State Interest in Equipment or Motor Vehicles is deleted in its entirety and replaced with the following:

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;

- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

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

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

9. Grant Contract section D.29. Governing Law is deleted in its entirety and replaced with the following:

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

10. Grant Contract section E.10. The Grantee agrees is deleted in its entirety and replaced with the following:

E.10. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.

- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 - 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 - 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
11. The following is added as Grant Contract section E.15. Ban on Texting While Driving:

E.15. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
- b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

12. Grant Contract Attachment New Attachment One attached hereto is added as a new attachment.

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 once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

PATRICK SHULL, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL

DATE

APPROVED AS TO FORM AND LEGALITY

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT	\$42,273.00	\$479,085.00	\$42,273.00	\$42,273.00	\$563,631.00
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$42,273.00	\$479,085.00	\$42,273.00	\$42,273.00	\$563,631.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 825339-S3-003
FTA PROJECT NO.: TN-2016-029-02

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S1 Capital Assistance ADA - TDOT	\$42,273.00	\$479,085.00	\$42,273.00	\$42,273.00	\$563,631.00
TOTAL	\$42,273.00	\$479,085.00	\$42,273.00	\$42,273.00	\$563,631.00



AGENDA ACTION FORM

Ratify the Mayor's Signature on Grant Application and Receive the Grant

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

Action Form No.: AF-13-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Hannah M. Powell
 Presentation By: Hannah M. Powell

Recommendation:

Approve the Resolution.

Executive Summary:

Annual Partnership Support Grant from the Tennessee Arts Commission. Office of Cultural Arts traditionally applies for this grant annually to get operational support for contracted arts projects, and matches the grant with operational budget. This year the request is for \$13,640. Funds will be matched by Cultural Arts Annual budget 110-4505-471.20-20.

Attachments:

1. Resolution
2. Grant Application

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
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE APPLICATION SUBMITTED FOR AN ANNUAL PARTNERSHIP SUPPORT GRANT FROM THE TENNESSEE ARTS COMMISSION AND TO AUTHORIZE EXECUTION OF ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ANNUAL PARTNERSHIP SUPPORT GRANT FROM THE TENNESSEE ARTS COMMISSION

WHEREAS, the city applied for an annual Partnership Support Grant from the Tennessee Arts Commission through the office of Cultural Arts, which had a deadline of January 11, 2021; and

WHEREAS, if awarded, the grant funds will be used to get operational support for contracted arts projects, and matches the grant with the operational budget; and

WHEREAS, the grant, is in the amount of \$13,640.00, with the 100% matching funds available in 110-4505-471.20-20.

Now therefore,

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

SECTION I. That the application submitted on January 11, 2021, for an annual Partnership Support grant from the Tennessee Arts Commission, in an amount of \$13,640.00 is ratified, including the execution of the same by Mayor Patrick W. Shull.

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, all documents necessary and proper to apply for and receive the annual Partnership Support grant from the Tennessee Arts Commission, in an amount of \$13,640.00 which requires a 100% match.

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

ADOPTED this the 19th of January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Annual Grant
Partnership Support FY 2022

City of Kingsport Office of Cultural Arts
A-2012-12450 | \$13,640.00

Annual Partnership Support

Status: Under Review

Application Submitted

This application has been submitted and should appear under the Submitted Applications tab on the left-hand side of your online grants account.

If you receive a generic compliance warning and cannot identify missing information, check for **REQUIRED DOCUMENTS** near the bottom of your application.

▼ APPLICANT PROFILE

When you are editing the form, remember to click the Save button before navigating away—the form will not auto-save.

Fields marked with an asterisk* are required.

*Fiscal Year:	2022
Grant Category:	Partnership Support
*Is this your first time applying for Commission Funds?	No
*Are you applying as:	Entity of Government
Organization Name:	City of Kingsport Office of Cultural Arts
Primary Contact:	Hannah Powell
Primary Signatory:	Pat Shull

▼ SAVE APPLICATION

After filling out the "Applicant Profile" section, make note of your application number (example: A-1610-01021, A-1611-01101, etc.) and save the application. You may then select the EDIT button at the top of the screen and continue filling out the application.

Save your work frequently! If you leave this page, this application may be found in your grantee portal under the "Draft Applications" link on the navigation menu to your left. You may select your application, click the EDIT button,

and continue filling it out.

When you are editing the form, remember to click the "Save" button before navigating away. The form will not auto-save. Fields marked with an asterisk* are required.

▼ PROJECT/PROGRAM DESCRIPTION

***Project Title:** Annual Partnership Support

***Funding Description:**

General operating support for the Kingsport Office of Cultural Arts which manages cultural spaces, public art, and provides creative programming for the city of Kingsport, Tennessee.

***Project Start Date:** 7/1/2021

***Project End Date:** 6/30/2022

***Number of days the project activity will occur:** 365

***Estimated Number of Adults Engaged:** 65170

***Estimated Number of Youth Engaged:** 43446

***Estimated Number of Total Individuals Engaged:** 108616

Media organization or media based project?

***Estimated Number of Artists Participating:** 50

% who are children (under 18): 40%

% who are people of color: 15%

% who are living in rural communities or isolated settings: 30%

% who are people with disabilities: 20%

% who are senior citizens (65 and over): 55%

Proposed Project Accessibility Statement

The Commission is committed to providing access to the arts for traditionally underserved artists and constituents, including people of color, people with disabilities, children, people living in rural communities or isolated settings, and senior citizens. In the space provided, indicate efforts made by your organization to include underserved artists and audiences in your proposed project/programming.

:

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1991, the City of Kingsport will not discriminate against qualified individuals with disabilities on the basis of disability in the city's services, programs, or activities.

See full statement here: <https://www.kingsporttn.gov/city-of-kingsport-accessibility-statement/>

The Office of Cultural Art takes care when programming to address our underserved constituents. The City of Kingsport has programmed to support diversity through the presentation of specific exhibits and through work with minority and international organizations. Past programming has included artist residencies in the school environment. All programs can be accommodated for the deaf or hard of hearing and those with mobility challenges.

▼ Project Discipline Item Details

***Project Discipline:** 14 Multidisciplinary

***Type of Activity:** Institution/organization support - 11

***Strategic Outcome:** Livability: American Communities are Strengthened Through the Arts.

***Arts Education:** 50% or more of this project's activities are arts education directed to: adult learners (including teachers and artists)

▼ NARRATIVE INFORMATION

*ACTIVITIES

Explain all activities for the fiscal year for which funding is requested. Include information about planning procedures and accessibility. What goals do you wish to accomplish? You will be asked to report outcomes if awarded funding.

Activities Narrative:

The Office of Cultural Arts manages **Cultural Spaces**, the city's **Public Art Program**, and provides **Community Engagement and Economic Development** through the arts.

Cultural Spaces – The Office of Cultural Arts manages the **Renaissance Center**, the **Farmers Market**, and the **Kingsport Carousel**. The OCA collaborates with multiple community organizations and partners to bring programs to the city of Kingsport.

Renaissance Center is a three story, multi-use community center that is home to the Kingsport Senior Center as well as the Kingsport Art Guild, Kingsport Theatre Guild, Suzuki Talent Education Association, and Symphony of the Mountains. The Renaissance Center also has a gallery, and theater. The Renaissance Center has several meeting rooms available to the public at a low cost for business or birthday rentals. The Renaissance Theatre is home to the Kingsport Theatre Guild who usually provide 8 community productions each year. The theatre features 245 seats with theatrical lighting/fly space and two ample green rooms with bathrooms.

Annually, OCA presents programs for the public such as the Tri-Cities Civil War Round Table presentations during Fun Fest, Air Force Band, various recitals including groups represented by the Tennessee Presenters Corporation. Since 1980 the Kingsport Office of Cultural Arts also presents 'Christmas Connection', a holiday arts and crafts show featuring 65 local and regional artists and providing them an audience of over 3,000 individuals over a 3 day show. In 2020, OCA hosted a banner exhibit entitled Black in Appalachia, a partnership between East Tennessee PBS and the Kingsport Archives. In 2021-2022, the OCA would like to develop more security to host more traveling exhibits in the Renaissance Center.

The **Farmers Market** is a 9,500 sq ft clerestory building of the former Kingsport Press that is actively used by local and regional farmers May- October on Wednesday and Saturdays. The City of Kingsport programs music, cooking demonstrations, and festivals on Saturdays from June through October. The Farmers Market is also available for rental to the public.

The **Kingsport Carousel** is a 1956 vintage Herschel Carousel that was opened to the public in 2015 after 300 volunteers (and 700 sponsors) came together to hand-carve and hand paint 32 carousel animals and 2 chariots as well as many other details to create a one-of-a-kind amusement ride. Over 327,000 riders from all over the world have enjoyed the carousel to date. Birthdays and Special Events can be scheduled at the Carousel. In 2019 and 2020 Kingsport Times-News readers' poll, the Carousel was voted the #1 location for birthday parties in Kingsport. The Office of Cultural Arts also produces programming at the Carousel and the adjacent Carousel Studio including art classes and annually hosts a festival for the Carousel's Birthday in July each year.

In 2006, the Board of Mayor and Aldermen of the City of Kingsport approved an ordinance for establishing a Public Art Program including a percent for art (.75% of a capital improvement project up to a maximum of \$75,000 per project) and establishing an appointed Committee – the Public Art Committee that advises the Board of Mayor and Aldermen on public art and advocates for art in the Kingsport community.

The first project of the Public Art Committee was to host an 11 month exhibition of sculpture in 2007. The **Sculpture Walk** was very successful. The private sector also responded to the Sculpture Walk and in the first year over \$50,000 was gifted to the City of Kingsport to purchase 4 pieces from the Sculpture Walk. This began the City of Kingsport's

permanent public art collection. The Sculpture Walk has continued annually through 2020 hosting a total of over 90 different artists from all over the US. The tradition of purchasing art found in an exhibit has continued and to date the City of Kingsport has over 16 pieces of sculpture that were purchased through the Sculpture Walk Exhibition. One goal of the Office of Cultural Arts is to establish permanent concrete pads for the outdoor exhibit throughout the city so that the department can more easily change out the exhibit. In 2021, concrete pads are expected to be poured on newly renovated Main Street and potentially around the new City Hall.

Since the initial approval of Percent for Art, public art has been added to The Center for Higher Education, the Municipal Parking Garage, VO Dobbins, Sr. Community Center, The Aquatic Center, The Kingsport Public Library, Meadowview Conference Center. With the new City Hall opening in 2021, OCA will have the opportunity to feature art, in addition to sculpture in and around the facility. OCA is looking forward to featuring both temporary and permanent art of both local and national artists in these projects.

Art in Public Places – Since 2007, OCA has regularly scheduled artists in public places. City Hall Lobby is a key area for reaching all kinds of people – many of whom will not frequent an art gallery. Art is hung for a minimum of two months and is selected through application process with OCA. Artists are selected from an open call, juried by the staff of the Office of Cultural Arts and presented without fee. Likewise, the Renaissance Center Hallways City Hall, Renaissance Center Atrium Gallery are regularly programmed with art from the community. Artwork can be purchased without commission from any public gallery.

More recently, OCA has claimed additional non-traditional spaces for art. Outdoor large format vinyl murals make a significant statement. In early 2019, OCA installed *Silent Skies* in partnership with Artists for Conservation. Local Kingsport artist Suzanne Barrett Justis had contributed 3 portraits for the mural. In September, 2019, OCA organized a talk by Suzanne Barrett Justis and ornithologist Dr. Fred Alsop from East Tennessee State University presented “Where Art Meets Science” in front of the mural. Fifty residence attended the event. When the vinyl mural came down, OCA collaborated with local businesses to create materials that could help raise funds for the conservation of birds. In October, 2019, a new mural—an illustrated map of Kingsport designed by the graphic artists at Hillhouse Creative—was installed. The Office of Cultural Arts then organized another presentation to coincide with the map, where retired City Manager, Jeff Fleming, presented a talk about the history of Kingsport and its neighborhoods. The event had 16 in the cold of December, including elementary children who asked multiple questions about the historic landmarks of the city. In 2021, OCA is partnering with Bays Mountain Park to help celebrate their 50th Anniversary. A 20x55 foot banner will be placed on the side of the State Theater and feature local photographers' work. Public, outdoor, programming will accompany this exhibit.

In 2021, OCA is continuing opportunities to work with the Kingsport Parks and Recreation Department to add murals to the Kingsport Greenbelt with art that helps decorate overpasses along the pathway. OCA has been working with Kingsport City School system to feature student art on older traffic boxes around Dobyns Bennet High School, in the heart of Kingsport, in order to help promote the arts not only for the public, but for upcoming student artists as well.

Community Engagement and Economic Development through the Arts –

The Carousel Studio (located upstairs at the Carousel) continues the hand-made tradition of the Carousel by offering art and crafting classes. In 2021-2022, the OCA plans to work with more local artists who can teach their talents with both young and adult students. If an artist or instructor is unable to be in person due to Covid concerns, OCA will work with them for online possibilities for streaming.

Office of Cultural Arts has also nurtured several start-up businesses. In March 2019, the Board of Mayor and Aldermen asked Engage Kingsport and the Office of Cultural Arts to nurture a new effort to establish a Maker space. With grant funding from the City of Kingsport over \$190,000 have been invested in the renovation of a city building and \$80,000 worth of tools for a wood working shop/metal shop and 3-d printer/computer lab. The makerspace called ‘The Inventor Center’ opened to the public in 2019, and was handed over to the Model City Makers for management. The OCA, along with Engage Kingsport, continue to partner with the Inventor Center with their programming. In 2021, OCA is planning to collaborate with the Inventor Center and on an Iron Pour and a framing workshop so that artists can learn to create framing for their work.

Covid-19: Please note that the estimated numbers of individuals engaged in programs have been estimated at half the average statistics for the area due to Covid guidelines and limitations. OCA follows guidelines from the governor, the CDC, and the Sullivan County Regional Health Dept. in all of its programming and brings the arts online for accessibility as necessary. OCA encourages the community to enjoy the arts in a safe manner, while supporting various artists and arts organizations in doing the same.

***PARTNERSHIPS**

Describe how your organization utilizes public and private partnerships and the value of these partnerships to the community.

Partnerships Narrative:

Resident arts groups of the Renaissance Center include Symphony of the Mountains, Kingsport Art Guild, Kingsport Theatre Guild and Suzuki Talent Education of Appalachia. All of these organizations produce their own programs and collaborate with the Office of Cultural Arts for use of the building. The staff of the Office of Cultural Arts serves to connect the community at large with these arts organizations and other creative activities of the city, including other arts organizations such as Kingsport Ballet and non-arts organizations such as the Kingsport Chamber of Commerce.

OCA staff works in tandem with Engage Kingsport, a private non-profit organization, to reach out into the community and activate participation in the arts. Engage Kingsport is governed by an active board of directors and serves to facilitate the efforts of OCA and provide advocacy for the arts in the Kingsport Community.

2018 through 2020, in partnership with the City's Storm Water Department, local artists were selected to paint storm drains in the Downtown Kingsport. These whimsical installations encourage the understanding of keeping debris out of storm water drains which flow directly to rivers and can have a profound impact on the environment.

The Office of Cultural Arts works closely with Downtown Kingsport Association and the Kingsport Chamber of Commerce to provide public art and cultural programming in the central business area. This includes the annual Sculpture Walk. A minimum of 4 outdoor contemporary sculptures are selected through an open call by a contracted juror to be exhibited in Downtown Kingsport.

OCA works across municipal boundaries as opportunities present and has partnered with the Mary B. Martin School of Arts (Johnson City) and Birthplace of Country Music (Bristol) to access and present programming in our region. In 2019, staff visited the William King Museum in Abingdon, VA, and worked with Betsy White to research ways to bring traveling exhibits to the Renaissance Center in the future.

OCA works closely with the Inventor Center, assisting in programming and collaborating on projects. 2021 will bring classes, workshops, and an Iron Pour.

OCA has worked with Scouting BSA in 2019 to help scouts fulfill art education and Eagle Scout projects. Eagle Scout, Sam Tallent, learned about city government, presenting to the Public Art Committee, designed a mural and recruited his fellow scouts to create the artwork in collaboration with OCA and the Downtown Kingsport Association. Cub Scouts visited the Renaissance Center for their Art Explosion requirements, learned about art in the gallery through an educational program, and then were able to create their own artwork. OCA would like to expand this art education opportunity to work with more scout groups in 2020-2021.

In 2020, OCA partnered with the Kingsport Archives to show the Black in Appalachia exhibit at the Renaissance Center. In 2021, OCA is currently collaborating with the Kingsport City Schools, specifically with the art teachers, to promote students' work as public art.

***COMMUNITY SERVED**

Describe the community that your organization serves.

Community Served Narrative:

Kingsport serves a rural population in Appalachia that includes people that live in Hawkins and Hancock counties, and also nearby Virginia counties such as Scott, Lee, Wise and Russell. There is a long-standing tradition of these southwest Virginia populations coming to Kingsport for retail and entertainment. Kingsport has a population of just over 50,000 and was founded as a modern industrial community. Industry continues to dominate the landscape but there is a new understanding of the creative and educational resources of the employees of this industry and a desire to harness those resources to develop new products or businesses through entrepreneurial pathways.

The county and region lacks diversity with almost 90% population self-identified as white. Median household income is less than the state average and 5 of 6 elementary schools and 1 of 2 middle schools qualify for federal funding under the Title I definition for disadvantaged students.

The goal of the Office of Cultural Arts is not only to promote our own creative community, but also to enrich the industrial town with cultural arts from all over the United States. Many of the programs are specifically designed to provide access to diversity in thought and experience that might not otherwise be available.

As Covid-19 has affected how the public is able to view public art, OCA is investing in streaming and AV equipment so that we can continue to reach our community, but hopefully also reach a wider range of people through the internet.

***EVALUATION**

Explain how you will evaluate the success of the project or program(s) for which you are requesting funds and the value it adds to the community being served. Be Specific. You will be asked to report on the outcomes if awarded funding.

Evaluation Narrative:

Any program of the Office of Cultural Arts begins with citizen input. This input can come informally through a direct request from the public or through a survey initiated by the Office of Cultural Arts. All programs are reviewed periodically or after an event. Attendance and Financial information are key indicators of success. Participant enrichment or experience is also key. A questionnaire is prepared before the event and administered at or after the event to assess participant experience. Engage Kingsport and the Public Art Committee – both organizations who assist the Office of Cultural Arts review programming of other cities and communities and provide input on initiating new programs.

In 2020, with the help of Engage Kingsport, OCA has invested in Eventbrite software for ticketing and promoting events and programming. This software should help track attendance through ticketing, whether they are free or purchased tickets.

Guest books have been added to exhibits in order to receive feedback from our community visitors.

Direct feedback is always greatly appreciated. Some of the highest praise we received this year was OCA continuing the Christmas Connection Craft Festival that allowed the small craft businesses to make sales under the guidelines of the CDC, SCRHD, and Governor of Tennessee. The Black in Appalachia exhibition also received praise from visitors, encouraging research into more traveling and diverse exhibits.

▼ FINANCIAL INFORMATION**▼ THREE-YEAR CASH OPERATING BUDGET HISTORY****Year 1: Fiscal Year 2020**

(Most Recently Completed Fiscal Year)

Cash Only

Expenses: \$234,516.00

Revenues: \$234,516.00

Year 2: Fiscal Year 2021

(Current Fiscal Year)

Cash Only

Expenses: \$234,516.00

Revenues: \$234,516.00

Year 3: Fiscal Year 2022

(Projected Fiscal Year)

Cash Only

Expenses: \$325,000.00

Revenues: \$325,000.00

Variation Explanation

Explain any variation of 10% or more between the current fiscal year and your most recently completed fiscal year.

:

Deficit Explanation

If last fiscal year expenses are greater than income, provide an explanation of: (a) How the shortfall was covered?
(b) What caused the shortfall and your organization's efforts to prevent its recurrence?

:

▼ PROJECTED PROJECT EXPENSES

***Amount of Your Grant Request:** \$13,640.00

	Commission Funds Requested	Applicant Cash Participation
1. Salaries, Benefits & Taxes		\$198,000.00
2. Professional Fee, Grant & Award	\$13,640.00	\$33,200.00
3. Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications		\$80,160.00
4. Travel, Conferences & Meetings		\$0.00
5. Insurance		\$0.00
6. Other Non-Personnel Invest		\$0.00
7. Capital Purchase (only when allowable)		\$0.00
8. Indirect Cost (only when allowable)		\$0.00
9. In-Kind Expense (only when allowable)		\$0.00
10. Total Cash Expenses	\$13,640.00	\$311,360.00

In the text box below, enter an explanation for any expenses you listed on a line item either in the "Applicant Cash Participation" or "Commission Funds Requested" columns above. See Expense and Income Definitions in the Document Library for reference.

Explanation(s):

I believe that our finances have been reported wrong in the past. This is the total annual funds for our city department. We are requesting \$13,640 from the TN Arts Commission to support our annual programming and to bolster our support for the arts in Kingsport. It is nearly half of what we asked for in previous years, considering attendance has been halved due to Covid-19.

***Verify the total Project Cash Expenses:** \$325,000.00

Enter the amount of your total project cash expenses. This number should equal the sum of the total "Applicant Cash Participation" and the total "Commission Funds Requested" amounts from line 10 in the table above.

▼ PROJECTED PROJECT INCOME

	Amount
11. Earned Income - Admissions	\$0.00
12. Earned Income - Contract Services	\$0.00
13. Earned Income - Other	\$0.00

	Amount
14. Contributions - Corporate	\$0.00
15. Contributions - Foundation	\$0.00
16. Contributions - Individual/Other Private	\$0.00
17. Government Support - Federal	\$0.00
18. Government Support - State/Regional (Exclude this request)	\$0.00
19. Government Support - City/County	\$311,360.00
20. Existing Funds	\$0.00
21. Other	\$0.00
22. Total Applicant Cash Income	\$311,360.00

In the text box below, enter an explanation for any income you listed above. See Expense and Income Definitions in the Document Library for reference.

Explanation:

I believe the previous years were reported wrong. The Office of Cultural Arts does not receive any individual department income. Our Income from rentals, etc. is deposited into the city's general fund that is then given back to us through the city itself. That is why our income is now reported as City Support.

This number should equal the total from line 22 above

***Verify the total Applicant Cash Income** \$311,360.00
above:

+ Amount Requested: \$13,640.00

The Amount Requested will prepopulate from above data after you save your application.

Total Projected Project Income below should equal Total Applicant Cash Income + Amount Requested

***Total Projected Project Income:** \$325,000.00

▼ In-Kind Contributions

In-Kind Contribution Total: \$0.00

In-Kind Contribution Summary:

▼ REQUIRED DOCUMENTS

Document types listed here are required for this application category. To upload documents, click the plus button next to the document type. Then click the "Add Files" button. Browse to the file and click "Open." Click the "Start Upload" button. When the upload is 100% completed, click the 'x' at the top right corner to close the document upload window. Once uploaded, the document will no longer be listed here, AND will appear at the bottom of the application in the "Required Documents" section.

Required Documents

Board of Directors

DOCUMENTS



21-22 Audit Response.pdf

Audit Response

Added by Hannah Powell at 11:08 AM on January 8, 2021



Back the Arts.jpg

Proof of Arts Advocacy

Added by Hannah Powell at 9:26 AM on January 6, 2021



ArtsTable 2019.jpg

Proof of Arts Advocacy

Added by Hannah Powell at 9:26 AM on January 6, 2021



Arts flyers.jpg

Proof of Arts Advocacy

Added by Hannah Powell at 9:26 AM on January 6, 2021



20201231_130243.jpg

Proof of Arts Advocacy

Added by Hannah Powell at 9:26 AM on January 6, 2021



Presentation by Cultural Arts Program Coordinator.docx

Proof of Arts Advocacy

Added by Hannah Powell at 2:33 PM on January 4, 2021



Kingsport Office of Cultural Arts Long Range Plan.docx

Long Range Plan / Strategic Plan

Added by Hannah Powell at 11:17 AM on January 4, 2021



List of KeyStaff (1).doc

Bios & Job Descriptions

Added by Hannah Powell at 11:16 AM on January 4, 2021



pdf.ScreenShots_TAC.pdf

Proof of Specialty License Plate

Added by Hannah Powell at 10:22 AM on January 4, 2021



Final-FY-2020-2021-Adopted-Budget.pdf

Financial Audit and Management Letter Annual

Added by Hannah Powell at 10:20 AM on January 4, 2021

Optional Material Link(s):

Presentation by Cultural Arts Program Coordinator, Hannah Powell, for Tennessee Arts Commission online workshop:
<https://tnartscommission.org/art-grants/apply-for-a-grant/grants-workshops/>

ORGANIZATION DOCUMENTS



TitleVI_CertificationForm_FY21_3.pdf

2021 Title VI Training Certification

Added by Hannah Powell at 8:30 AM on December 15, 2020



04- Title VI Policy.pdf

Title VI Complaint Procedures

Added by Hannah Powell at 3:00 PM on December 11, 2019



36 - Language Assistance Policy.pdf

LEP Policy

Added by Hannah Powell at 3:00 PM on December 11, 2019



TitleVI_CertificationForm_FY2020.pdf

2020 Title VI Training Certification

Added by Hannah Powell at 2:39 PM on December 11, 2019



TitleVI_FY19CertificationForm.pdf

2019 Title VI Training Certification

Added by Beth Estep at 9:42 AM on January 9, 2019



AEP5Celebration.JPG

Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018



AEP5CelebratesKTG.JPG

Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018



AEP5CelebrateOCA.EK.JPG

Other Document

Added by Bonnie Macdonald at 10:12 AM on January 15, 2018

If you have submitted an application before through this online grants system, the organization documents you uploaded with previous requests will display in the "Organization Documents" section above. When submitting a new application, verify that the organization documents uploaded are the most recent versions. If not, please include the most recent versions before submitting. Do not delete prior versions.

▼ ORGANIZATION INFORMATION

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your organization profile as well as your application. The organization information below is from your organization profile. If any information is incorrect, please modify your organization profile.

Website: www.engagekingsport.com

Phone: 423-392-8416

Voice/TDD:

Applicant Status: 08 Government - Municipal

Applicant Institution: 15 Arts Center

Applicant Discipline: 14 Multidisciplinary

Accessibility Coordinator Name: George DeCroes

Title: Director of Human Resources

Email Address: ADAcontact@KingsportTN.gov

Federal 9-Digit EIN (Organization): 62-6000323

DUNS Number (Organization): 079027579

Organizational Fiscal Year End Date (Organization): June 30

Physical/Mailing Street Address: 1200 East Center Street

Physical/Mailing City: Kingsport

Physical/Mailing State: Tennessee

Physical/Mailing 9-Digit Zip: 37660-4958

Physical/Mailing County: Sullivan

US House Congressional District Number: 1st

Tennessee Senate District Number: 4

Tennessee House District Number: 2

Mission Statement: The Office of Cultural Arts is dedicated to cultivating cultural assets and promoting them as vehicles for economic and community development.

Underserved Statement: The Office of Cultural Arts actively seeks to engage those members of our community who are underserved. We provide art instruction at free or little cost to youth of our area through strategic partnerships with organizations who serve those communities. We give tours of the Sculpture Walk and visits to the Carousel and Carving Studio to students in our Title I schools. We encourage and make accommodations for visits to the Carousel and Carving Studio to people with disabilities and special needs classes.

Arts Advocacy Statement: The Arts are essential to a well rounded and fully developed community and personal life. The arts are included as the apex of the Hierarchy of Needs as listed in the State of the City and ONEKingsport Strategic Planning document. The Office of Cultural Arts seeks to encourage participation in creative activities as well as act as a resource to organizations seeking to enhance their contribution to our community.

Specialty License Plate & Gift-A-Tag Voucher Program Statement: Gift a Tag fliers are included in all purchase at the Carousel Gift Shop and Art in the Heart Gallery. All Staff and Board of Directors are encouraged to purchase specialty license plates. Door Prizes at sponsored concerts regularly include a Gift-A-Tag voucher purchased by OCA so that a lucky audience member can upgrade their existing tag to a specialty. During the holiday season, social media sponsored posts include the suggestion that a great gift would be a specialty license plate voucher.

Board Information

For 501(c)(3) organizations only: using the organization's current list of governing board of directors submitted with this application, supply the correct information.

Organization Demographic: White

Number of individuals serving on the board: 7

Length of board member term (in years): 3

Maximum number of consecutive terms:

Number of times per year the full board meets: 12

Demographic Information

TN County: Sullivan

Children (Under 18)

21%

People Living In Rural or Isolated Settings	26%
People Living with Disabilities	20%
People of Color	4%
Senior Citizen	19%

Board of Directors

Children (Under 18)	
People Living In Rural or Isolated Settings	
People Living with Disabilities	28%
People of Color	
Senior Citizen	43%

Organization Staff

Children (Under 18)	
People Living In Rural or Isolated Settings	25%
People Living with Disabilities	25%
People of Color	
Senior Citizen	25%

▼ CONTACT INFORMATION

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your People Profile as well as your application. The contact information below is from your People Profile. If any information is incorrect, please modify your People Profile, found on the left-hand menu under Users.

Contact Title: Office of Cultural Arts Program Coordinator
Contact Name: Hannah Powell
Contact Email Address: hannahpowell@kingsporttn.gov
Contact Phone Number: 423-392-8416
Contact Home Number:

▼ ASSURANCES

The applicant assures the Commission that:

1. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant.
2. The filing of this application has been duly authorized by the applicant.
3. The applicant will expend funds received as a result of this application solely for the described project or program.

By signing this application, the applicant hereby assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); as well as all regulations of the National Endowment for the Arts issued pursuant to these statutes and that it immediately will take any measures necessary to comply.

Application will not be accepted without TWO original signatures. Signatures cannot be from the same person.

Chief Authorizing Official (Chair or President of the Board)

***Name and Title:** Pat Shull, Mayor

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

***I certify:** Yes

Project/Program Director

***Name and Title:** Hannah M. Powell

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.


***I certify:** Yes

Note: If this application is being submitted by an organization acting as a fiscal agent for another organization, the Chief Authorizing Official and Project Director of the organization acting as fiscal agent and holding the not-for-profit letter of determination must sign this application.



AGENDA ACTION FORM

Ratify the Mayor's Signature Authorizing Certification of Local Government Approval for Family Promise of Greater Kingsport's 2020 Emergency Solutions Grant Application

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

Action Form No.: AF-12-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Jessica McMurray
 Presentation By: Jessica McMurray

Recommendation:

Approve the Resolution.

Executive Summary:

The mayor's signature is required on the Certification of Local Government Approval form that will allow Family Promise to apply for the 2021 Emergency Solutions Grant. This form is created and required by the Tennessee Housing Development Agency (THDA). THDA is a pass-through agency for the HUD-funded Emergency Solutions Grant. Local government approval of activities is required for applicants providing shelter services in the county of the shelters physical location.

The Family Promise program offers shelter, meals and supportive services to homeless families with minor children. The Family Promise shelter can accommodate up to 14 families and is located at 601 Holston Street in Kingsport. Family Promise is the only shelter in Kingsport that can accommodate two-parent families, families with teenaged boys and single fathers with teenage girls. Families staying in the shelter actively seek employment, while working on a plan to regain their independence.

Attachments:

1. Resolution
2. Certification of Local Government Approval for Non-Profit Organizations.

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON
THE CERTIFICATION OF LOCAL GOVERNMENT APPROVAL
FOR FAMILY PROMISE AND ANY AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THIS RESOLUTION

WHEREAS, Family Promise, a program that offers shelter, meals and supportive services to homeless families with minor children, would like to apply for a 2021 Emergency Solutions Grant through the Tennessee Housing Development Agency; and

WHEREAS, Family Promise requests the city execute a Certification of Local Government Approval form which is a requirement of the grant.

WHEREAS, the certification was due by January 15, 2021, and required the mayor's signature.

Now therefore,

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

SECTION I. That the Certification of Local Government Approval for Family Promise submitted on January 15, 2021, is ratified, including the execution of the same by Mayor Patrick W. Shull

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 Certification of Local Government Approval for Family Promise to apply for a 2021 Emergency Solutions Grant through the Tennessee Housing Development Agency and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the certification or this resolution.

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**PART VI: CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NON-PROFIT ORGANIZATIONS
IMPLEMENTING SHELTER ACTIVITIES**

To be signed by local government official for Applicants applying for shelter only, including temporary shelter.

I, _____, duly authorized to act on behalf of City of Kingsport, Tennessee, hereby approve the following shelter project(s) proposed by Family Promise of Greater Kingsport that is (are) located in Kingsport, Tennessee:

- List address of each shelter location to be funded by ESG-CV2 Grant in the community:
 - 601 Holston St Kingsport, TN 37660

BY:

(Print Name and Title of Signatory)

(Signature)

(Date)



AGENDA ACTION FORM

Approving a Memorandum of Understanding with Holston Valley Medical Center and Indian Path Community Hospital

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

Action Form No.: AF-20-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Billingsley, McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

In 2014, the city entered into a Memorandum of Understanding with Wellmont Health System, dba Holston Valley Medical Center that allowed HVMC to participate in a program under 340B of the Public Health Services Act as a rural referral center for reduced or low-cost drugs used in the delivery of outpatient services.

One of the requirements of the program is to have a formal agreement with a city or county government that describes the applicant's commitment to caring for indigent, uninsured and underinsured individuals.

At this time, Wellmont Health System, dba Holston Valley Medical Center and Mountain States Health Alliance dba Indian Path Community Hospital Holston Valley Medical Center and Indian Path Community Hospital would each like to enter into a Memorandum of Understanding with the city for the 340B program.

The Memorandum of Understanding will not involve any financial obligation by the city. It will, however, enable Holston Valley Medical Center and Indian Path Medical Center to participate in the program.

Attachments:

1. Resolution
2. MOU with Holston Valley Medical Center
3. MOU with Indian Path Community Hospital

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: *AW*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH WELLMONT HEALTH SYSTEM DBA HOLSTON VALLEY MEDICAL CENTER AND MOUNTAIN STATES HEALTH ALLIANCE DBA INDIAN PATH COMMUNITY HOSPITAL AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUMS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, Wellmont Health System, dba Holston Valley Medical Center and Mountain States Health Alliance dba Indian Path Community Hospital would like to apply for a program under 340B of the Public Health Services Act as a rural referral center for reduced or low-cost drugs used in the delivery of outpatient services; and

WHEREAS, one of the requirements of the program is to have a formal agreement with a city or county government that describes the applicant's commitment to caring for indigent, uninsured and underinsured individuals; and

WHEREAS, Wellmont Health System, dba Holston Valley Medical Center, and Mountain States Health Alliance dba Indian Path Community Hospital requests that the city enter into a Memorandum of Understanding with each to satisfy that requirement; and

WHEREAS, there is no financial obligation of the city for this Memorandum of Understanding.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with Wellmont Health System, dba Holston Valley Medical Center is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with Wellmont Health System, dba Holston Valley Medical Center, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the memorandum or this resolution, said memorandum being as follows:

MEMORANDUM OF UNDERSTANDING 340B DRUG PRICING PROGRAM

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of January 1, 2021 by and between **Kingsport, TN** ("City") and **Holston Valley Medical Center** ("Hospital"), which is owned and operated by Wellmont Health System, a nonprofit corporation organized and existing under the laws of the State of Tennessee, and an affiliate of Ballad Health, a nonprofit corporation organized and existing under the laws of the State of Tennessee.

RECITALS:

WHEREAS, Hospital, a private, nonprofit hospital, plays a vital role in the health care safety net by providing health care services to, and supporting programs that benefit, indigent, uninsured, and underinsured patients;

WHEREAS, Hospital participates in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must contract with a unit of state or local government pursuant to which Hospital commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act) nor eligible for assistance under Medicaid (Title XIX of the Social Security Act);

WHEREAS, Hospital desires to make such a formal commitment to City; and

WHEREAS, City agrees to accept such commitment on behalf of the citizens of City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this MOU, as follows:

1. Commitment of Hospital to Provide Care to the Indigent, Uninsured, and Underinsured.

During the term of this MOU, Hospital agrees to continue its historic commitment to the provision of health care services to indigent, uninsured and underinsured residents of City, including low-income residents who do not qualify for Medicaid or Medicare, in accordance with its Financial Assistance Policy, as amended from time to time by the Board of Directors of Ballad Health. Ballad Health's current Financial Assistance Policy is available at <https://www.balladhealth.org/patients-visitors/financial-assistance>. In any event, Hospital will assure that all patients presenting to Hospital's Emergency Department receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of City.

- a. City accepts the commitment of Hospital set forth above;
- b. City acknowledges that the health care services provided by Hospital hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act;
- c. City acknowledges that Hospital is providing a significant amount of free and discounted services to indigent, uninsured and underinsured individuals; and
- d. City agrees to execute a certification of contract in the form of Exhibit A attached hereto or such other form as may be required by the Department of Health and Human Services, Health Resources Services Administration.

3. Representations of Hospital.

Hospital represents that as of the date hereof:

- a. Hospital is a licensed hospital that is owned and operated by Wellmont Health System, a nonprofit corporation duly organized and validly existing in good standing under the laws of the State of Tennessee with the corporate power and authority to enter into and perform its obligations under this MOU; and
- b. Wellmont Health System is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Tennessee.

4. Term and Termination.

The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days' prior written notice to the other party.

5. Notice.

All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by nationally recognized overnight courier or registered or certified mail, return receipt requested, addressed as follows:

City:

City Hall
225 West Center Street
Kingsport, TN 37660
Attention: Patrick W. Shull, Mayor

Hospital:

Holston Valley Medical Center
130 West Ravine Road
Kingsport, TN 37660
Attention: Lindy White, CEO

6. Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first written above by their duly authorized representatives
[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That a Memorandum of Understanding with Mountain States Health Alliance dba Indian Path Community Hospital is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Memorandum of Understanding with Mountain States Health Alliance dba Indian Path Community Hospital and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

MEMORANDUM OF UNDERSTANDING 340B DRUG PRICING PROGRAM

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of January 1, 2021 by and between **Kingsport, TN ("City")** and **Indian Path Community Hospital ("Hospital")**, which is owned and operated by Mountain States Health Alliance, a nonprofit corporation organized and existing under the laws of the State of Tennessee, and an affiliate of Ballad Health, a nonprofit corporation organized and existing under the laws of the State of Tennessee.

RECITALS:

WHEREAS, Hospital, a private, nonprofit hospital, plays a vital role in the health care safety net by providing health care services to, and supporting programs that benefit, indigent, uninsured, and underinsured patients;

WHEREAS, Hospital participates in the drug discount program established under Section 340B of the Public Health Services Act the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must contract with a unit of state or local government pursuant to which Hospital commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act) nor eligible for assistance under Medicaid (Title XIX of the Social Security Act);

WHEREAS, Hospital desires to make such a formal commitment to City; and

WHEREAS, City agrees to accept such commitment on behalf of the citizens of City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this MOU, as follows:

1. Commitment of Hospital to Provide Care to the Indigent, Uninsured, and Underinsured.
During the term of this MOU, Hospital agrees to continue its historic commitment to the provision of health care services to indigent, uninsured and underinsured residents of City, including low-income residents who do not qualify for Medicaid or Medicare, in accordance with its Financial Assistance Policy, as amended from time to time by the Board of Directors of Ballad Health. Ballad Health's current Financial Assistance Policy is available at <http://www.balladhealth.org/patients-visitors/financial-assistance>. In any event, Hospital will assure that all patients presenting to Hospital's Emergency Department receive necessary care, as required by law, regardless of ability to pay.
2. Acceptance and Acknowledgements of City.
 - a. City accepts the commitment of Hospital set forth above;
 - b. City acknowledges that the health care services provided by Hospital hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act;
 - c. City acknowledges that Hospital is providing a significant amount of free and discounted services to indigent, uninsured and underinsured individuals; and
 - d. City agrees to execute a certification of contract in the form of Exhibit A attached hereto or

such other form as may be required by the Department of Health and Human Services, Health Resources Services Administration.

3. Representations of Hospital.

Hospital represents that as of the date hereof:

a. Hospital is a licensed hospital that is owned and operated by Mountain States Health Alliance, a nonprofit corporation duly organized and validly existing in good standing under the laws of the State of Tennessee with the corporate power and authority to enter into and perform its obligations under this MOU; and

b. Mountain States Health Alliance is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Tennessee.

4. Term and Termination.

The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days' prior written notice to the other party.

5. Notice.

All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by nationally recognized overnight courier or registered or certified mail, return receipt requested, addressed as follows:

City:

City Hall
225 West Center Street
Kingsport, TN 37660
Attention: Patrick W. Shull, Mayor

Hospital:

Indian Path Community Hospital
2000 Brookside Drive
Kingsport, TN 37660
Attention: Lindy White, CEO

6. Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first written above by their duly authorized representatives.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 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 VII. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING 340B DRUG PRICING PROGRAM

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of January 1, 2021 by and between **Kingsport, TN** ("City") and **Holston Valley Medical Center** ("Hospital"), which is owned and operated by Wellmont Health System, a nonprofit corporation organized and existing under the laws of the State of Tennessee, and an affiliate of Ballad Health, a nonprofit corporation organized and existing under the laws of the State of Tennessee.

RECITALS:

WHEREAS, Hospital, a private, nonprofit hospital, plays a vital role in the health care safety net by providing health care services to, and supporting programs that benefit, indigent, uninsured, and underinsured patients;

WHEREAS, Hospital participates in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must contract with a unit of state or local government pursuant to which Hospital commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act) nor eligible for assistance under Medicaid (Title XIX of the Social Security Act);

WHEREAS, Hospital desires to make such a formal commitment to City; and

WHEREAS, City agrees to accept such commitment on behalf of the citizens of City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this MOU, as follows:

1. Commitment of Hospital to Provide Care to the Indigent, Uninsured, and Underinsured.

During the term of this MOU, Hospital agrees to continue its historic commitment to the provision of health care services to indigent, uninsured and underinsured residents of City, including low-income residents who do not qualify for Medicaid or Medicare, in accordance with its Financial Assistance Policy, as amended from time to time by the Board of Directors of Ballad Health. Ballad Health's current Financial Assistance Policy is available at <https://www.balladhealth.org/patients-visitors/financial-assistance>. In any event, Hospital will assure that all patients presenting to Hospital's Emergency Department receive necessary care,

as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of City.

- a. City accepts the commitment of Hospital set forth above;
- b. City acknowledges that the health care services provided by Hospital hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act;
- c. City acknowledges that Hospital is providing a significant amount of free and discounted services to indigent, uninsured and underinsured individuals; and
- d. City agrees to execute a certification of contract in the form of Exhibit A attached hereto or such other form as may be required by the Department of Health and Human Services, Health Resources Services Administration.

3. Representations of Hospital.

Hospital represents that as of the date hereof:

- a. Hospital is a licensed hospital that is owned and operated by Wellmont Health System, a nonprofit corporation duly organized and validly existing in good standing under the laws of the State of Tennessee with the corporate power and authority to enter into and perform its obligations under this MOU; and
- b. Wellmont Health System is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Tennessee.

4. Term and Termination.

The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days' prior written notice to the other party.

5. Notice.

All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by nationally recognized overnight courier or registered or certified mail, return receipt requested, addressed as follows:

City: City Hall
225 West Center Street
Kingsport, TN 37660
Attention: Patrick W. Shull, Mayor

Hospital: Holston Valley Medical Center
130 West Ravine Road


Kingsport, TN 37660
Attention: Lindy White, CEO

6. Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first written above by their duly authorized representatives.

Hospital:

By: 
Name: Lindy White
Title: Chief Executive Officer

City:

By: _____
Name: Patrick W. Shull
Title: Mayor

MEMORANDUM OF UNDERSTANDING 340B DRUG PRICING PROGRAM

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of January 1, 2021 by and between **Kingsport, TN ("City")** and **Indian Path Community Hospital ("Hospital")**, which is owned and operated by Mountain States Health Alliance, a nonprofit corporation organized and existing under the laws of the State of Tennessee, and an affiliate of Ballad Health, a nonprofit corporation organized and existing under the laws of the State of Tennessee.

RECITALS:

WHEREAS, Hospital, a private, nonprofit hospital, plays a vital role in the health care safety net by providing health care services to, and supporting programs that benefit, indigent, uninsured, and underinsured patients;

WHEREAS, Hospital participates in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must contract with a unit of state or local government pursuant to which Hospital commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act) nor eligible for assistance under Medicaid (Title XIX of the Social Security Act);

WHEREAS, Hospital desires to make such a formal commitment to City; and

WHEREAS, City agrees to accept such commitment on behalf of the citizens of City;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this MOU, as follows:

1. Commitment of Hospital to Provide Care to the Indigent, Uninsured, and Underinsured.

During the term of this MOU, Hospital agrees to continue its historic commitment to the provision of health care services to indigent, uninsured and underinsured residents of City, including low-income residents who do not qualify for Medicaid or Medicare, in accordance with its Financial Assistance Policy, as amended from time to time by the Board of Directors of Ballad Health. Ballad Health's current Financial Assistance Policy is available at <https://www.balladhealth.org/patients-visitors/financial-assistance>. In any event, Hospital will assure that all patients presenting to Hospital's Emergency Department receive necessary care,

as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of City.

- a. City accepts the commitment of Hospital set forth above;
- b. City acknowledges that the health care services provided by Hospital hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act;
- c. City acknowledges that Hospital is providing a significant amount of free and discounted services to indigent, uninsured and underinsured individuals; and
- d. City agrees to execute a certification of contract in the form of Exhibit A attached hereto or such other form as may be required by the Department of Health and Human Services, Health Resources Services Administration.

3. Representations of Hospital.

Hospital represents that as of the date hereof:

- a. Hospital is a licensed hospital that is owned and operated by Mountain States Health Alliance, a nonprofit corporation duly organized and validly existing in good standing under the laws of the State of Tennessee with the corporate power and authority to enter into and perform its obligations under this MOU; and
- b. Mountain States Health Alliance is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Tennessee.

4. Term and Termination.

The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days' prior written notice to the other party.

5. Notice.

All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by nationally recognized overnight courier or registered or certified mail, return receipt requested, addressed as follows:

City: City Hall
225 West Center Street
Kingsport, TN 37660
Attention: Patrick W. Shull, Mayor

Hospital: Indian Path Community Hospital
2000 Brookside Drive

Kingsport, TN 37660
Attention: Lindy White, CEO

6. Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first written above by their duly authorized representatives.

Hospital:

By: 
Name: Lindy White
Title: Chief Executive Officer

City:

By: _____
Name: Patrick W. Shull
Title: Mayor



AGENDA ACTION FORM

Agreement with Cintas for Rental Uniforms, Mats, and Mops Utilizing Omnia Partners Cooperative

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

Action Form No.: AF-27-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Committee
 Presentation By: C. McCartt, R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

City of Kingsport supplies some of their departments with uniform rentals, including public works, water/sewer, wastewater, property maintenance, fleet maintenance, parks & recreation, and Bays Mountain Park. The City has received a quote for mats, mops, and rental uniforms from Cintas utilizing Omnia Partners Cooperative Contract # R-BB-19002. Omnia Partners is a cooperative purchasing organization for public sector procurement. All Omnia contracts have been competitively solicited and publicly awarded by lead agencies using applicable procurement laws and regulations.

We have used Cintas for the past 3 years and have been happy with the services they have provided. Cintas maintains a facility located in Kingsport where they launder and store some of their uniforms and employ 90 people. Cintas will be supplying us with new uniforms for all of the departments that utilize this service. This service includes pickup and drop off of uniforms at all of the locations, laundering services, repairs, and replacement of damaged garments. The estimated annual cost for this service is \$90,198. Recognizing the substantial investment the vendor must make to supply all new uniforms for each employee, we are recommending a 3 year contract.

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Quote
3. Cintas 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: *2W*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT FOR UNIFORM RENTAL SERVICES FOR VARIOUS
CITY DEPARTMENTS THROUGH THE OMNIA PARTNERS
COOPERATIVE

WHEREAS, the city would like to enter into an agreement to purchase uniform rental services, mats and mops for various city departments from Cintas; and

WHEREAS, the city is a member of Omnia Partners Cooperative (formerly National IPA and US Communities), a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, in order to purchase the uniforms, the city will need to enter into an agreement with Cintas for a period of 36 months, in an annual amount not to exceed \$90,198.00; and

WHEREAS, funding is available in various department accounts.

Now therefore,

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

SECTION I. That the mayor is authorized to execute an agreement with Cintas to purchase uniform rental services for a term of 36 months, in an annual amount not to exceed \$90,198.20.

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

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

ADOPTED this the 19th day of January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



January 6, 2021

City of Kingsport Omnia-Cintas Uniform Proposal

Cintas to provide the following services annually during the 36-month term:

- 90 wearers with 5 rental cargo pants @ \$.336 each weekly
- 85 wearers with 5 rental work shirts @ \$.173 each weekly
- 79 wearers with 1 rental work jacket @ \$.407 each weekly
- 12 wearers with 11 FR rental pants @ \$.56 each weekly
- 10 wearers with 11 FR rental shirts @ \$.428 each weekly
- 10 wearers with 11 Carhartt Carpenter pants @ \$.377 each weekly
- 17 wearers with 11 Carhartt Dungaree pants @ \$.428 each weekly
- 5 wearers with 11 rental denim pants @ \$.295 each weekly
- 61 wearers with rental 11 work shirts @ \$.173 each weekly
- 58 wearers with 11 rental work pants @ \$.193 each weekly
- 85 wearers with 2 rental work jackets @ \$.407 each weekly
- 112 Dust mops(24") delivered @ \$.48 each EOW
- 41 Dust mops(36") delivered @ \$.53 each EOW
- 61 Dust mops(48") delivered @ \$.78 each EOW
- 10 Floor mats(3x10) delivered @ \$6.436 each EOW
- 112 Floor mats(3x5) delivered @ \$2.40 each EOW
- 86 Floor mats(4x6) delivered @ \$3.40 each EOW

Annual rental fee estimate for this scope of work is \$90,198.

Cintas Corporation
2117 Berry Street
Kingsport, TN 37664
Phone 423-349-4823
Fax 423-349-7190



FACILITIES SOLUTIONS AGREEMENT

Location No. 56M
 Contract No. _____
 Customer No. _____
 Main Corporate Code → **New CC 13218**

Date 4-1-21
 Customer/Participating Agency CITY OF KINGSPORT Phone 423-229-9314
 Address 225 W CENTER ST City KINGSPORT State TN Zip 37660

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	CARGO PANT	\$336
	WORK PANT	\$193
	FR PANT	\$560
	FR SHIRT	\$428
	WORK SHIRT	\$173
	WORK JACKET	\$407

- This agreement is effective as of this date from 4-1-21 to 3-31-24, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ NA ea • Company Emblem \$ NA ea
- Customer Emblem \$ NA ea • Embroidery \$ NA ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item NA % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item NA % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 5.00 per delivery.
- Make-Up charge \$ NA per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.10 per garment.
- Seasonal Sleeve Change \$ NA per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ NA
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ NA per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other NEW GARMENTS UPON RENEWAL

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		24" DUST MOP	E	ANY	\$48
		36" DUST MOP	E	ANY	\$53
		48" DUST MOP	E	ANY	\$78
		3X10 MAT	E	ANY	\$6.436
		3X5 MAT	E	ANY	\$2.40
		4X6 MAT	E	ANY	\$3.40
		SHOP TOWEL	W	ANY	\$0.05

*Indicated bundled items/services

- ☐ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.
Date _____
- ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.
Date _____

Cintas Loc. No: 56M

CUSTOMER:

Please Sign Name _____

By: MATT BROEHL

Please Print Name _____

Title: GENERAL MANAGER

Please Print Title _____

Accepted-GM: _____

Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Addendum To Facilities Solutions Agreement Flame Resistant Garments

Cintas Corporation agrees to provide services to the agreed upon locations of City of Kingsport as governed by the Facility Solutions Agreement entered into on 4-1-21 by and between Cintas Corporation and City of Kingsport. Both parties agree to the terms below.

- Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.
- Customer hereby agrees to defend and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.
- ~~In consideration of the sizeable investment Company is making in flame-resistant garments, Customer guarantees Company minimum weekly revenue equal to 70% of the initial invoice; provided, however, the minimum weekly revenue amount will increase by an amount equal to 70% of any increases in the weekly invoice.~~

Cintas Corporation



AGENDA ACTION FORM

Release of Demolition Lien on Property that is the Subject of an Insolvent Estate

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

Action Form No.: AF-26-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: J. Harmon/ M. Billingsley
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The city demolished a dilapidated structure located at 2024 Patton Street. The property was owned by Alice McCrary and Paul Howard McCrary who are both now deceased. Demolition costs in the amount of \$37,231.52 were incurred by the city as a result of the demolition. A lien was recorded against the property on February 2, 2019, to secure these costs.

The estate of Paul Howard McCrary has more debts than assets to satisfy those debts as demonstrated by a Notice of Insolvency filed on October 9, 2020, in the Sullivan County Chancery Court. For example, TennCare has filed a claim against the estate in the amount of \$172,760.84. The property at 2024 Patton Street was offered for sale at auction and was sold to the highest bidder for \$58,850.00. Proceeds from the property sale constitute nearly all of the assets of the estate.

The McCrary estate has requested the city accept \$28,004.51 in exchange for a release of the demolition lien. While the city has a right to refuse the offer, there is little certainty of any recovery from the estate due to the vast disparity between the assets and debts. The city's interest will be best served by accepting the offered amount.

Therefore, the accompanying resolution authorizes the mayor to execute a release of the lien in exchange for \$28,004.51, said amount ultimately being subject to court approval of a proposed distribution of the assets of the Paul Howard McCrary Estate.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF THE CITY'S LIEN PLACED AGAINST PROPERTY THAT IS THE SUBJECT OF THE PAUL HOWARD MCCRARY ESTATE WHICH IS INSOLVENT AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city demolished a dilapidated structure situated at 2024 Patton Street, the location being more particularly described as Tax Map #045F; Group 3; Parcel No. 006.00; and

WHEREAS, on February 2, 2019, a lien was placed against the aforementioned property to secure the demolition costs of \$37,231.52 and cost to record the lien of \$12.00, which were incurred by the city; and

WHEREAS, the real property was owned by Alice McCrary and Paul Howard McCrary who are both deceased, and the real property is currently held by the Paul Howard McCrary Estate; and

WHEREAS, the Estate of Paul Howard McCrary is in probate and a Notice of Insolvency has been filed with the Sullivan County Chancery Court pursuant to *Tenn. Code Ann.* § 30-5-102, which means the estate lacks sufficient assets to pay all of the claims filed by creditors; and

WHEREAS, the real property located at 2024 Patton Street, which was sold at public auction for \$58,850.00, constitutes the only significant asset of the estate, and the debts of the estate total \$250,326.72, including a substantial claim by the Bureau of TennCare; and

WHEREAS, the estate has offered \$28,004.51 to the city in exchange for a release of its demolition lien in order to consummate the sale and to proceed with the distribution of the assets of the estate; and

WHEREAS, outstanding city property taxes in the amount of \$7,874.04 will also be paid by the estate; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 30-5-103 a proposed plan of distribution of assets must be served on the creditors of the estate and filed with the probate court and creditors may file objections to the proposed distribution however, if no objection is filed the plan will be followed by the personal representative of the estate; and

WHEREAS, there is little certainty of recovery from the Paul Howard McCrary estate due to the limited assets relative to the significant debts owed by the estate and the city's interest will be best served by accepting the offered sum of \$28,004.51 to release its demolition lien with the understanding that receipt of this sum is conditioned upon no objections being filed by other creditors of the estate.

Now therefore,

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

SECTION I. That the board of mayor and alderman accepts the sum of \$28,004.51, on the condition that no creditor objects to the proposed plan of distribution that will be filed in the Estate of Paul Howard McCrary.

SECTION II. That in exchange for the payment of an amount not less than the sum of \$28,004.51 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 release of lien, along with all other documents necessary and proper 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 19th day of January, 2021.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Enter into a Contractual Agreement and Sign Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY20-21

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

Action Form No.: AF-15-2021
 Work Session: January 19, 2021
 First Reading: January 19, 2021

Final Adoption: February 2, 2021
 Staff Work By: Chris Campbell
 Presentation By: Chris Campbell

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the City of Kingsport enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. Due to the pandemic and associated CARES Act funding, TDOT has modified this year's contract term to be 18 months instead of the traditional 12 months. Projected State operation reimbursements for the contract term is \$660,500. The City's total matching for this contract is 360,500.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2020-21 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$660,500
City of Kingsport	\$360,500
Total	\$1,021,000

The local funding for this project has been approved in the FY 20-21 City Budget.

Attachments:

1. Resolution
2. Contract

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
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2020-2021; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2020-2021 is \$660,500.00; and

WHEREAS, the city local budget for fiscal year 2020-2021, is \$360,500.00, which is available in account FTA023; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$660,500.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2020-2021 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, a contract with the Tennessee Department of Transportation, in the amount up to \$660,500.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2020-2021, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

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

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

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. The Grantee shall utilize UROP funds for operating assistance to support core urban fixed route transit service and complementary demand response service.

A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.

A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.

A.5. Funds made available for the UROP program are based on populations reported in the 2010 census.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

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

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2020 ("Effective Date") and ending on December 31, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Sixty Thousand, Five Hundred Dollars and No Cents (\$660,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street
James K. Polk Building, Suite1200
Nashville, Tennessee 37243

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

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.

(3) Invoice Period (to which the reimbursement request is applicable).

(4) Grant Contract Number (assigned by the State).

(5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.

(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).

(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

- iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

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

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

Grant Contract.

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

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

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

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

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

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

The State:

Brenden Henderson, Program Monitor 1
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

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

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

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

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the

grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

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

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

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

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

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

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

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

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

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

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

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

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort

(including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

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

D.26. Reserved.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent

of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

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

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

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

D.32. Headings. Section headings are for reference purposes only and shall not be construed as

part of this Grant Contract.

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific

aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII;

(B) protect against any threats or hazards to the security or integrity of PII; and

(C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract protect against any threats or hazards to the security or integrity of PII; and

E.4. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.5. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.6. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.7. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.8. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.9. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.

b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2020		End Date 12/31/2021		Agency Tracking # 40100-19220	
Edison ID 65967				Edison Vendor ID 1562	
Grantee Legal Entity Name City of Kingsport				Edison Vendor ID 1562	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #			
		Grantee's fiscal year end June 30			
Service Caption (one line only) SFY 2021 Urban Operating Assistance Program (UROP) - Operating Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$660,500.00				\$660,500.00
TOTAL:	\$660,500.00				\$660,500.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		State only funds awarded by formula using urban area population for urban area operating assistance.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG	
				Z-21-UROP-09	
Speed Chart (optional)		Account Code (optional) 71302000			

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

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

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize UROP funds for operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- A.5. Funds made available for the UROP program are based on populations reported in the 2010 census.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2020 ("Effective Date") and ending on December 31, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Sixty Thousand, Five Hundred Dollars and No Cents (\$660,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items

include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

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

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

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

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

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

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Brenden Henderson, Program Monitor 1
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
900 East Main Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to

the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

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

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

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

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

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the

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

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

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

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

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing,

of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For

the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

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

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.10. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IN WITNESS WHEREOF,

CITY OF KINGSPORT

PATRICK SHULL, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

**JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

TDOT PROJECT NO.: 82UROP-S3-030
DGA NO.: DG21-65967-01

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT	\$660,500.00	\$0.00	\$660,500.00	\$250,000.00	\$910,500.00
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$660,500.00		\$660,500.00	\$250,000.00	\$910,500.00

TDOT PROJECT NO.: 82UROP-S3-030
DGA NO.: DG21-65967-01

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance - 80% TDOT	\$400,000.00	\$0.00	\$400,000.00	\$100,000.00	\$500,000.00
30.00.00 Operating Assistance - 50% TDOT	\$260,500.00	\$0.00	\$260,500.00	\$260,500.00	\$521,000.00
TOTAL	\$660,500.00	\$0.00	\$660,500.00	\$360,500.00	\$1,021,000.00

ATTACHMENT TWO**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1562

Is City of Kingsport a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Kingsport a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Acceptance of FY 2020 Comprehensive Annual Financial Report (CAFR)

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

Action Form No.: AF-36-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Lisa Winkle
 Presentation By: Lisa Winkle

Recommendation:

Accept the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2020.

Executive Summary:

Presented for your consideration is the FY 2020 Comprehensive Annual Financial Report (CAFR). The report contains management's transmittal letter to the Board of Mayor and Alderman, the Management's Discussion and Analysis (MD&A) letter that summarizes significant financial changes and overview of the City's financial condition at June 30, 2020, the auditor's opinion letter, audited financial statements, statistical tables and compliance reports.

The audit for June 30, 2020 was conducted by Brown Edwards & Company, LLP. Members of the audit team will be at the BMA Work Session to answer any questions.

The Audit Committee discussed the 2020 CAFR and the results of the audit with the audit team on December 30, 2020. The Audit Committee consisting of Vice-Mayor Collette George, Chairman; Alderman Darrell Duncan; and Alderman Tommy Olterman approved and accepted the 2020 CAFR and audit reports. The City received a 30 day extension to file the CAFR with the State of Tennessee Comptroller's Office. It will be filed before the extension ends February 1, 2021.

It should be noted that the auditor's report expresses an unmodified opinion on the financial statements. There were no material weakness findings or no significant deficiency findings listed in the report.

Attachments:

1. FY 2020 Comprehensive Annual Financial Report (available at work session)

	<u>Y</u>	<u>N</u>	<u>P</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



AGENDA ACTION FORM

Enter into a Lease Agreement with Congresswoman Diana Harshbarger for Office Space at the Kingsport Center for Higher Education

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

Action Form No.: AF-10-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Jessica Harmon
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution

Executive Summary:

When the Kingsport Center for Higher Education was planned and constructed, a small space was set aside for lease to an external user. The space has a separate external entrance and parking (as well as internal access).

Congressman Roe subleased this space for approximately 10 years. Congresswoman Diana Harshbarger would like to lease the space keeping the District Office here in Kingsport. She believes that keeping a consistent location is important for the constituents that she serves.

The attached lease agreement and resolution provide for the Congresswoman to lease the space from the City of Kingsport for a sum of \$22,248 per year (or \$1,854/month) with this being a two year lease. This rate is the same that was executed in the lease agreement with Congressman Roe. Northeast State has agreed to continue providing custodial services and general facilities maintenance for the office as part of its overall agreement to provide service to the entire Kingsport Center for Higher Education. There is no additional charge for this service.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH U.S. HOUSE OF REPRESENTATIVES DISTRICT OFFICE SPACE FOR CONGRESSWOMAN DIANA HARSHBARGER AT THE KINGSFORT CENTER FOR HIGHER EDUCATION; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, beginning in 2013 the board approved a lease agreement with then Congressman Phil Roe for office space at the Kingsport Center for Higher Education; and

WHEREAS, newly elected Congresswoman Diana Harshbarger would like to lease that space and requests the city enter into a lease agreement for two years, so that the expiration date will be January 2, 2023; and

WHEREAS, the rent remains \$1,854.00 per month.

Now therefore,

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

SECTION I. That a lease agreement for the U.S. House of Representatives district office space with Congresswoman Diana Harshbarger at the Kingsport Center for Higher Education for a two year term is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the U.S. House of Representatives for office space leased by Congresswoman Diana Harshbarger at the Kingsport Center for Higher Education for a two year term, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Agreement
(Page 1 of 3 – 117th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, City of Kingsport, 225 W. Center Street, Kingsport, TN, 37660 ("Lessor"), and Diana Harshbarger, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. Location. Lessor shall lease to Lessee 1,272, a Member/Member-Elect of the U.S. House of square feet of office space located at 205 Revere Street, in the city, state and ZIP code of Kingsport, TN, 37660

2. Lease Amenities. Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.

3. Term. Lessee shall have and hold the leased premises for the period beginning January 3, 2021, and ending January 2, 2023. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2023, which is the end of the constitutional term of the

Congress to which the Member is elected.

4. Rent. The monthly rent shall be \$1,854.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

5. Early Termination. This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

6. Payments. During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.

7. District Office Lease Attachment for 117th Congress. The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress.

8. Counterparts. This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

9. Section Headings. The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

10. Modifications. Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.

11. Other. Additionally, the Lessor and the Lessee agree to the following:

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

[Acknowledgements Deleted for Inclusion in this Resolution]

U .S. House of Representatives
Washington, D.C. 20515
District Office Lease Attachment
(Page 2 of 5 - 116th Congress)
(Additional Terms and Conditions)
(Additional Lease Terms)

1. Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. Performance. Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. Modifications. Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. Compliance with House Rules and Regulations. Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. Payments. The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. Void Provisions. Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the

term of the Lease shall have no force or effect.

7. Certain Charges. The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. Death, Resignation or Removal. In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. Term. The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.

10. Early Termination. If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. Assignments. Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.

12. Sale or Transfer of Leased Premises. Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. Bankruptcy and Foreclosure. In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. Estoppel Certificates. Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

15. Maintenance of Common Areas. Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. Lessor Liability for Failure to Maintain. Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. Initial Alterations. Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. Federal Tort Claims Act. Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671- 80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. Limitation of Liability. Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor

to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. Compliance with Laws. Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. Electronic Funds Transfer. Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. Refunds. Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. Conflict. Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

25. Construction. Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. Fair Market Value. The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. District Certification. The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. Counterparts. This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. Section Headings. The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Ratify the Mayor's Signature for Public Housing Authority Plans Consistency with the Consolidated Plan

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

Action Form No.: AF-11-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Jessica McMurray
 Presentation By: Jessica McMurray

Recommendation:

Approve the Resolution.

Executive Summary:

The mayor's signature is required on the Certification by State & Local Official of PHA Consistency Plan. This form is created and required by the US Department of Housing and Urban Development. The purpose of this form is to ensure at the Kingsport Housing and Redevelopment Authority's 5-year plan is consistent with the City of Kingsport's Consolidated Plan as it relates to the Community Development Block Grant Program.

Both, the City of Kingsport and Kingsport Housing and Redevelopment Authority are committed to providing for the development of decent housing, the development of suitable living environments, the expansion of economic opportunities, as well as transform and empower our communities and help Tennesseans build communities of opportunity.

Attachments:

1. Resolution
2. Certification by State or Local Official of PHA Plans Consistency w/ the Consolidated Plan
3. Goals & Objectives
4. Progress Report
5. VAWA Goals

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CERTIFICATION BY STATE OR LOCAL OFFICIAL OF THE PUBLIC HOUSING AUTHORITY PLANS CONSISTENCY WITH THE CONSOLIDATED PLAN DOCUMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Certification by State and Local Official of the Public Housing Authority Plans Consistency with the Consolidated Plan is a form created and required by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, this certification is to ensure at the Kingsport Housing and Redevelopment Authority's 5-year plan is consistent with the City of Kingsport's Consolidated Plan as it relates to the Community Development Block Grant Program; and

WHEREAS, the certification was due by January 15, 2021, and required the mayor's signature.

Now therefore,

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

SECTION I. That the Certification by State and Local Official of the Public Housing Authority Plans Consistency with the Consolidated Plan submitted on January 15, 2021, is ratified, including the execution of the same by Mayor Patrick W. Shull.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to provide the Certification by State and Local Official of the Public Housing Authority Consistency Plan submitted on January 15, 2021.

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

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

ADOPTED this the 19th of January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

5-Year PHA Plan (for All PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs

A. PHA Information.

A.1 PHA Name: Kingsport Housing & Redevelopment Authority PHA Code: TN-006

PHA Plan for Fiscal Year Beginning: (MM/YYYY): 04/2021

PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	5-Year Plan. Required for all PHAs completing this form.
B.1	<p>Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.</p> <p>Our mission is to Transform and Empower Communities. KHRA affirms that shelter is a basic human necessity, and we are dedicated to providing decent housing opportunities to those in need. Furthermore, KHRA is committed to engaging in community projects that increase the vibrancy of Kingsport through successful redevelopment efforts.</p>
B.2	<p>Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.</p> <p>1. Become a financially viable Real Estate Development Company 2. Become a higher performing, organization, fulfilling our mission, guided by our core values 3. Establish strong community partnerships-- State, County, City, and Community 4. Provide Quality Affordable Housing. 5. Ensure housing and subsidy is applied in a fair and consistent manner. Please see attached exhibit B.2 for more information.</p>
B.3	<p>Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>The PHA has maintained its focus to transform and empower our community. KHRA is working toward obtaining High Performer Status. Please see attached exhibit B.3 for information</p>
B.4	<p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking</p> <p>KHRA addresses VAWA through both housing and HCV programs with preferences located in the KHRA Administrative plan and has board approved VAWA transfer policies for both Housing and HCV. Please see attached exhibit B.4 for more information</p>
B.5	<p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>The Authority shall submit a significant amendment to the 5-Year plan if any change significantly and materially alters the stated mission, goals, objectives and activities in the Plan unless they are adopted to reflect changes in HUD regulations or requirements.</p>
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
B.7	<p>Certification by State or Local Officials.</p> <p><u>Form HUD-50077-SL</u> Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

Instructions for Preparation of Form HUD-50075-5Y

5-Year PHA Plan for All PHAs

A. PHA Information [24 CFR §903.23\(4\)\(c\)](#)

- A.1** Include the full PHA Name, PHA Code, , PHA Fiscal Year Beginning (MM/YYYY), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

- B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. ([24 CFR §903.6\(a\)\(1\)](#))

- B.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR §903.6\(b\)\(1\)](#)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

- B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ([24 CFR §903.6\(b\)\(2\)](#))

- B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR §903.6\(a\)\(3\)](#))

- B.5 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB provide comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.17\(a\)](#), [24 CFR §903.19](#))

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.



KINGSFORT HOUSING & REDEVELOPMENT AUTHORITY

906 East Sevier Avenue
Kingsport, TN 37660-0044

To Transform and Empower Communities

Exhibit B.2 KHRA Goals and Objectives

This includes a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

1.) Performance Excellence:

KHRA is working toward achieving High Performer Status for Public Housing under PHAS.

- i. Manage AMPs at the highest possible standards by adhering to uniform application processing, lease enforcement, preventative maintenance, and ensuring accurate financial data reporting and quality assurance checks of property management and maintenance operations.
- ii. Manage Accounts Receivables through compliance and in conjunction with the department of finance
- iii. Continue the use of Nan McKay's Model Admissions and Continued Occupancy Policy (ACOP) to ensure program changes and policies are updated and implemented in a timely manner.

SEMAP

- i. Maintain high utilization of vouchers and budget without exceeding authorization limits. KHRA is currently issuing vouchers and intends to reach 98% utilization
- ii. Administer PBV within the KHRA portfolio while exploring possible opportunities to develop new housing for project-based voucher use.

Financial Management

- i. Utilize effective internal controls to prevent fraud
- ii. Streamline the procurement process through the Procurement Coordinator
- iii. Continue to abate any issues from annual audits with no significant findings.
- iv. Continue to produce balanced financial reporting to the board through monthly meetings

Capital Improvements

- i. Complete the significant rehabilitation of the Kingsport portfolio and RAD conversion to improve the affordable housing stock
- ii. Incorporate energy efficient appliances where possible
- iii. Improve curb appeal of all KHRA properties

2.) Employee and Organizational Development

Equal Opportunity and Diversity

- i. Promote and enforce equal opportunity
- ii. Attract and retain diverse and qualified employees

Organizational Development

- i. Promote education and growth through training opportunities (trainings will be provided to employees as needed to meet performance standards)



- ii. Revise job descriptions and performance evaluations in accordance with the Agency's Strategic Plan
- iii. Provide training to supervisors and compliance officers in efforts to enhance leadership skills. Trainings will include: Nan McKay HCV Financial Management, HCV Executive Management, Supervision and Management, Glenn Shepherd Leadership Seminar, Nan McKay Housing Credit Certified Professional and others that come available.

3.) Safety and Security

- i. Work in partnership with the Kingsport Police Department, Tennessee Highway Patrol, Sullivan County Sheriff's Office, and Hawkins County Sheriff's Office, and Kingsport Fire Department to create an updated Emergency Preparedness Plan.
- ii. Install security systems at developments to enhance safety and security to residents, staff, and the public. Charlemont Place installed a security system in Summer of 2020. KHRA is requesting additional security improvements at Reedy Pointe apartments in December 2020.
- iii. Promote a non-violent and harassment-free workplace. Annual trainings have been documented and all staff must complete the current issued training by December 31, 2020.

4.) Fair Housing

- i. Work cooperatively with community representatives and other government agencies to provide safe, sanitary, and affordable housing for all program applicants in a non-discriminatory way.
- ii. Provide annual trainings to staff through Fair Housing seminars and trainings, and trainings in the form of briefings to landlords and residents.

5.) Providing Supportive Services

- i. Implement and market training opportunities through Section 3 hires
- ii. Continue administering Family Self-Sufficiency Program
- iii. Continue administering Supporting Housing programs through grants such as HOPWA, ESG, and Continuum of Care alongside community partners such as Frontier Health and ARCH.
- iv. Offer continuing education through the Digital Navigator program through the FOC, FSS, and LifeBridge program. Additionally, enlist help with community partners to offer continued education/training opportunities.
- v. Re-implement the Boys & Girls Club at KHRA properties.
- vi. Work with community partners like the YMCA to offer Y on Wheels throughout KHRA properties.
- vii. Reinforce relationships and community partners through faith-based and non-profits for community involvement (Carpenter's Helpers, Upper East Tennessee Human Development Agency, First Tennessee Human Resource Agency, etc.)
- viii. Work in conjunction with the Kingsport Police Department Homeless Services Coordinator and the United Way Greater Kingsport Homeless Liaison to connect members of our homeless population to available resources and assist in the transition to permanent housing.



KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

906 East Sevier Avenue
Kingsport, TN 37660-0044

To Transform and Empower Communities

6.) Leverage private or other public funds to create additional housing opportunities

- i. Completed RAD conversion in 2020 and all units will be tax credit certified by December 31, 2020.
- ii. Pursue LIHTC application for 4% or 9% tax credits for future redevelopment plans for the Grove and Poplardale. Pursuing State and National Housing Trust Fund financial backing as well as Affordable Housing Program funding through Federal Home Loan Bank System.
- iii. Work with City of Kingsport to secure funding through Community Development Block Grant and HOME dollars.
- iv. Submitted and awarded THDA Creating Homes Initiative Grant to allow new construction on a group home with the intent of housing and combatting opioid addiction.
- v. Actively applying for grants through the Tennessee Department of Mental Health & Substance Abuse Services and ensuring Title VI compliance to all staff and volunteers.

kingsporthousing.org ★ Telephone (423) 245-0135 ★ Fax (423) 392-2530 ★ TTY/TDD (423) 246-2273 (Contact Concern)



Kingsport Housing & Redevelopment Authority shall not discriminate because of race, color, sex, religion, familial status, disability, handicap, national origin, sexual orientation or gender identity in the leasing, rental or other disposition of housing.



KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

906 East Sevier Avenue
Kingsport, TN 37660-0044

To Transform and Empower Communities

Exhibit B.3 KHRA Progress Report

This includes a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

1.) Performance Excellence:

KHRA is working toward achieving High Performer Status. Currently the PHA is rated as a Substandard performer (up from the 2019 classification of Troubled).

2.) Employee Organizational Update

The Authority continually employs hiring methods and selection recommendations to be made objectively with absolute impartiality, absent of bias, and in accordance with the principles of equal opportunity.

3.) Safety and Security

The Authority continues to work cooperatively with Kingsport Police Department, Kingsport Fire Department, and Tennessee Highway Patrol to ensure Disaster Preparedness and provide a safe and healthy environment for residents and employees. Additional security measures have been implemented with upgrades to security cameras within the developments.

4.) Fair Housing

KHRA has provided Fair Housing and Anti-Harrassment trainings on an annual basis to ensure compliance

5.) Supportive Services

KHRA has sought and marketed positions that include Title 3 hires and VISTA Americorps positions. The supportive services offered through KHRA including, FSS, HOPWA, CoC, etc. have grown and now include additional supportive services in the form of the Financial Opportunity Center and the Digital Navigator Services.

6.) Leveraging Additional Funding

KHRA secured various forms of financing to complete the RAD conversion of 381 total units including State and Federal Housing Trust Fund dollars and 4% tax credits with an allocation for project based vouchers. RAD Closeout is anticipated for completion in the first quarter of 2021.





KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

906 East Sevier Avenue
Kingsport, TN 37660-0044

To Transform and Empower Communities

Exhibit B.4 VAWA Goals

KHRA partners with local non-profit organizations so that referrals and resources are available to victims of domestic violence. Preference for victims of domestic violence exists for families that have been subjected to or victimized by an affiliated individual. Applicants requesting protections for Violence Against Women Act (VAWA) will be required to provide appropriate documentation. In accordance with VAWA, the Authority will handle evictions according to section 12-II.E of the KHRA Administrative Plan. Descriptions of VAWA policy outlined in the KHRA Administrative Plan are as follows:

Chapter 3 of the KHRA Admin Plan Regarding Policy:

PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the PHA's policies. Therefore, if the PHA makes a determination to deny assistance to an applicant family, the PHA will include in its notice of denial the VAWA information described in section 16-IX.C of this plan as well as including a copy of the form HUD-5382. The PHA will request in writing that an applicant wishing to claim protection under VAWA notify the PHA within 14 business days.

Chapter 5 of the KHRA Admin Plan Regarding Briefings:

In addition to items required by the regulations, PHAs may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7, Notice PIH 2010-19].

Information about the protections afforded by the Violence against Women Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault, and stalking (see section 16-IX.C)

Chapter 10 of the KHRA Admin Plan Regarding Moving:

Participant Families

The initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. The Violence against Women Act of 2013 (VAWA) creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.353(b)].

PHA Policy

kingsporthousing.org ★ Telephone (423) 245-0135 ★ Fax (423) 392-2530 ★ TTY/TDD (423) 246-2273 (Contact Concern)



Kingsport Housing & Redevelopment Authority shall not discriminate because of race, color, sex, religion, familial status, disability, handicap, national origin, sexual orientation or gender identity in the leasing, rental or other disposition of housing.

The PHA will determine whether a participant family may move out of the PHA's jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in sections 10-I.A and 10-I.B of this chapter. The PHA will notify the family of its determination in accordance with the approval policy set forth in section 10-I.C of this chapter.

Chapter 12 of the KHRA Admin Plan Regarding Termination

12-II.E. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

This section describes the protections against termination of assistance that the Violence against Women Act of 2013 (VAWA) provides for victims of domestic violence, dating violence, sexual assault and stalking. For general VAWA requirements, key VAWA definitions, and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-IX of this plan.

VAWA Protections against Termination

VAWA provides four specific protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault or stalking. (*Note:* The second, third, and fourth protections also apply to terminations of tenancy or occupancy by owners participating in the HCV program, as do the limitations discussed under the next heading.)

First, VAWA provides that a PHA may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the PHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.354(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim [24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, or stalking [24 CFR 5.2005(c)(2)].

Fourth, it gives PHAs the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence [24 CFR 5.2009(a)].

Chapter 16 of the KHRA Admin Plan Regarding Program Administration:

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination or housing benefits.

PHA Policy

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).

The PHA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The PHA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notice in Exhibit 16-1 and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, sexual assault, and Stalking.

VAWA and Other Laws

VAWA does not limit the housing authority's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.



AGENDA ACTION FORM

Letter of Intent with Redflex, Inc. for Contract Amendment

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

Action Form No.: AF-23-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Interim Chief Phipps
 Presentation By: Interim Chief Phipps

Recommendation:

Approve the Resolution.

Executive Summary:

Redflex Traffic Systems, Inc. is an automated red light photo enforcement platform the police department has utilized since an Agreement was signed on December 27, 2006. The police department utilizes the photo enforcement ability to enhance the overall safety of the motoring public. It is extremely difficult for officers to address traffic violations at certain intersections due to heavy traffic volume and other variables. With this ability, the police department is able to address those traffic violations in a more effective, efficient, and safe manner for all. Due to the current Pandemic, Redflex Inc. has been unable to provide the legal documentation in a timely manner before the expiration on January 25, 2021. This Resolution will authorize a letter of intent to notify Redflex, Inc of the city's desire to exercise its option to extend the First Amendment to the Agreement for "up to two (2) additional consecutive and automatic three (3) year periods" per Section II, sub. A.

Attachments:

1. Resolution
2. Copy of First Amendment to Agreement

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
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF INTENT TO RENEW THE AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER

WHEREAS, in December, 2006, the city entered into an agreement with Redflex Traffic Systems, Inc. an automated red light photo enforcement platform; and

WHEREAS, the original agreement was amended in 2010, and the terms of the amendment extended the agreement with an expiration date of January 25, 2021; and

WHEREAS, the terms of the amendment also included an option for the city to renew for two additional three year periods; and

WHEREAS, the city would like to send a letter of intent to Redflex Traffic Solutions, Inc., expressing its intent to renew the agreement up to two (2) additional consecutive and automatic three (3) year periods as provided in paragraph A of the First Amendment to the Agreement between the parties.

Now therefore,

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

SECTION I. That a letter of intent to Redflex Traffic Solutions, Inc. expressing the intent of the city to exercise its option to extend the First Amendment to the Agreement for up to two (2) additional consecutive and automatic three (3) year periods as provided in paragraph A of the First Amendment to the Agreement between the parties 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 letter of intent to Redflex Traffic Solutions, Inc. expressing the intent of the city to exercise its option to extend the First Amendment to the Agreement for up to two (2) additional consecutive and automatic three (3) year periods as provided in paragraph A of the First Amendment to the Agreement between the parties and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the letter or this resolution, said letter of intent being generally as follows:

In accordance with paragraph A of the First Amendment to the Agreement between the City of Kingsport and Redflex Traffic Systems, Inc. with an effective date of January 26, 2017, please be advised that the City of Kingsport gives notice of its intent, effective immediately, to exercise its option to extend the Agreement dated January 25, 2010, for up to two (2) additional consecutive and automatic three (3) year periods on the same terms and conditions contained in the Agreement as amended by the First Amendment to the Agreement.

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

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF KINGSFORT, TENNESSEE
AND REDFLEX TRAFFIC SYSTEMS, INC. DATED JANUARY 25, 2010

This First Amendment (the "First Amendment") to the Agreement between the City of Kingsport, Tennessee and Redflex Traffic Systems, Inc. dated January 25, 2010 is made by and between Redflex Traffic Systems, Inc. ("Redflex") and the City of Kingsport, Tennessee ("the City") (individually the "Party" and collectively referred to as the "Parties"). The Effective Date of this First Amendment is January 26, 2017.

RECITALS

1. The Parties entered into an Agreement between the City of Kingsport, Tennessee and Redflex Traffic Systems, Inc. dated January 25, 2010 for an automated red light photo enforcement program (the "Agreement");
2. The term of the Agreement expires on January 25, 2017; and
3. The Parties desire to amend the Agreement to extend the term and to reflect changes and improvements to the program.

The Parties agree as follows:

TERMS AND CONDITIONS

- A. **Term.** The term of the Agreement is extended for an additional four (4) years to commence on January 26, 2017 and expire on January 25, 2021 (the "New Term"). The City has the right to extend the term of the Agreement for up to two (2) additional consecutive and automatic three (3) year periods following the expiration of the New Term (each an "Extension Term" and collectively with the New Term and all prior terms, the "Term"). The Term will be automatically extended for each Extension Term, unless either Party provides written notice of termination to the other not less than thirty (30) days prior to the last day of the New Term or the Extension Term, as the case may be.
- B. **Pricing.** During the New Term, the City will continue to pay Redflex out of fines collected and received from existing Designated Intersection Approaches in accordance with the pricing chart set forth in Section 10 of the Agreement for years 4, 5, 6 & 7 of the Agreement. For the first 95 citations paid per approach per month, the City will pay Redflex \$25.00 per citation. For citation 96 and above paid per approach per month, the City will pay Redflex \$10.00 per citation. The remainder of Section 10 of the Agreement shall remain unchanged by this First Amendment, including without limitation the fee to be paid for each additional new approach.
- C. **Upgrades.** After the Effective Date, Redflex shall, at its sole expense, make the following upgrades to the Redflex Photo Red Light System:

1. By August 1, 2017, Redflex will upgrade all existing Designated Intersection Approaches to high-definition video cameras with a resolution of 720P video with a 1280x720 resolution.
2. Within two (2) years of the Effective Date, Redflex will upgrade existing violation detection Equipment for all Designated Intersection Approaches from flush mount systems to mapping radar detection. The mapping radar detection system will be located on the signal mast arm to observe approaching vehicles.
3. Any Intersection Approaches added to the Photo Red Light Enforcement Program in the future by mutual agreement of the Parties shall be equipped with the Equipment set forth above.

D. **Additional Approaches and Equipment.** Section 4 of the Agreement is amended by deleting the following:

“This Agreement is for the implementation of up to 10 intersections. Some intersections are already operational and will continue to be operational. Identification of additional enforced intersections will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.”

and adding the following:

“This Agreement is for the initial implementation of 12 Intersection Approaches and any additional Intersection Approaches as the City and Redflex may mutually agree upon in writing from time to time. Twelve (12) Intersection Approaches are already operational and will continue to be operational. Identification of additional Intersection Approaches will be based on mutual written agreement between Redflex and the City as warranted by community safety and traffic needs. The City will conduct a traffic engineering study of the area and intersections being considered in accordance with T.C.A. § 55-8-198(g). Redflex shall not conduct the traffic engineering study or participate in the selection of the traffic engineer to document the need for a traffic enforcement camera. The City has the option to add REDFLEXhalo®, REDFLEXspeed®, mobile speed, Automatic License Plate Reader, and handheld equipment to the Program as outlined in Exhibits F – J to the First Amendment.”

The remainder of Section 4 of the Agreement shall remain unchanged by this First Amendment.

E. **Contract Documents.** Section 1 of the Agreement shall be amended by adding the following to the list of documents that comprise the contract:

- (6) The First Amendment to the Agreement between the City of Kingsport, Tennessee and Redflex Traffic Systems, Inc. dated January 25, 2010, including any exhibits attached thereto
- (7) Any other amendments to the Agreement, including any exhibits attached thereto

The remainder of Section 1 of the Agreement shall remain unchanged by this First Amendment.

F. **Definitions.** The following changes and clarifications shall be made to Section 2 of the Agreement:

1. The terms "Redflex Photo Red Light System" and "Photo Red Light Enforcement Program", and the capitalized words "Photo Red Light" and "Photo Red Light Enforcement" shall not refer only to the red light photo enforcement system or program that Redflex has installed, maintains, and operates on behalf of the City, but shall also refer to the standards, criteria, processes, back office processes, equipment, applications, software, hardware, servers, off-site backup systems, cameras, sensors, components, flashes, central processing units, signal controller interfaces and detectors, motor vehicles, and any other tangible and intangible property used in connection with any other equipment the City elects to add to the Program such as REDFLEXhalo®, REDFLEXspeed®, or any other equipment set forth in Exhibits F – J to the First Amendment. Any reference to "the Program" or to the "the System" in the Agreement, this First Amendment, or any subsequent amendment, shall be interchangeable and synonymous with the respective definitions of "Photo Red Light Enforcement Program" and "Redflex Photo Red Light System" as modified by this First Amendment.

2. The definition of the term "Designated Intersection Approaches" shall be amended in its entirety to read:

"Designated Intersection Approaches means the Intersection Approaches set forth in Exhibit E to the First Amendment, and such additional Intersection Approaches as the City and Redflex may mutually agree upon in writing from time to time."

3. The definition of the term "Violation" shall be amended in its entirety to read:

"Violation means any traffic violation contrary to the terms of the Kingsport City Code or any other applicable rule, regulation or law of any Governmental Authority."

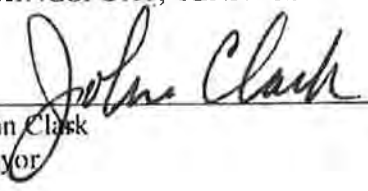
G. **Notice.** Section 32 of the Agreement is amended to change the notice address for Redflex to the following:

Redflex Traffic Systems, Inc.
Attn: Legal Department
5651 W. Talavi Blvd., Suite 200
Glendale, AZ 85306
Facsimile: (623) 207-2056
Telephone: (623) 207-2000

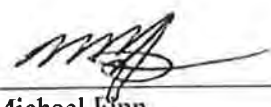
- H. **Compliance with Laws.** Nothing contained in this First Amendment shall be construed to require any act contrary to law, and whenever there is a conflict between any term, condition or provision of this First Amendment and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the term, condition or provision of this First Amendment affected shall be modified or limited only to the extent necessary to bring it within the requirement of the law, provided that such modification or limitation is consistent with the intent of the Parties as expressed in the Agreement and this First Amendment.
- I. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this First Amendment conflicts with the terms and conditions of the Agreement, this First Amendment shall control. Any capitalized terms not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

Approved as to form, content and legality:

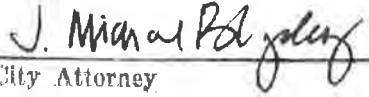
CITY OF KINGSPORT, TENNESSEE

By: 
Name: John Clark
Title: Mayor


REDFLEX TRAFFIC SYSTEMS, INC.

By: 
Name: Michael Finn
Title: CEO and President

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Recorder



AGENDA ACTION FORM

Approve the Mayor's Signature on Renewal of Suzuki Talent Education of Appalachia, Inc. Lease

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

Action Form No.: AF-29-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Hannah M. Powell
 Presentation By: Hannah M. Powell

Recommendation:

Approve the Resolution.

Executive Summary:

As a tenant of the City's Renaissance Center, Suzuki Talent Education of Appalachia, Inc. continues to add to the quality of living in the City of Kingsport. It is recommended that the city renew the lease as is: \$3221.72 annually payable in 2 installments of \$1,610.86 each for rental of space at the Renaissance Center, to be renewed automatically up to 5 years and represented again for renewal January 1, 2026. The lease can be terminated by either party on written notice given at least thirty days prior to effective the date of termination.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH
SUZUKI TALENT EDUCATION OF APPALACHIA, INC. FOR
SPACE AT THE RENAISSANCE CENTER AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, the Suzuki Talent Education of Appalachia, Inc. currently leases space from the city in the Renaissance Center, which expired in 2020; and

WHEREAS, the Suzuki Talent Education of Appalachia, Inc. would like to enter into a lease agreement with the city with an annual rent \$3221.72 for a term of one (1) year and up to four (4) additional one (1) year renewal periods at the same rent for a total term of up to five (5) years.

Now therefore,

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

SECTION I. That a lease agreement with Suzuki Talent Education of Appalachia, Inc. for space in the Renaissance Center, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease agreement with Suzuki Talent Education of Appalachia, Inc. for space in the Renaissance Center and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**RENAISSANCE CENTER
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this _____ day of January, 2021, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Suzuki Talent Education of Appalachia, Inc., a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, Six hundred ninety (690) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The term of this Lease shall be until January 1, 2022, and shall commence to run on the date that it is made and entered into as set out above in the first paragraph. The Parties shall have the option to renew this Lease for four (4) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on January 1, 2022, or the termination of any successive renewal term. This Lease shall be extended

without any further instrument provided the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on January 1, 2026. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. Use. Tenant shall use the Premises for Suzuki including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Three Thousand, Two Hundred Twenty One dollars and 72/100's (\$3,221.72), payable in two installments of One Thousand Six Hundred and Ten and 86/100 (\$1,610.86) dollars, in advance, on or before the first day of January and on or before the first day of July, provided the first payment in 2021 is due upon execution of the lease by Suzuki. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises. Tenant shall not possess or store any alcoholic beverages, including beer, on the Premises.

6. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, 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 the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Repair, Alterations, Additions. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall

not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approve the Mayor's Signature on Renewal of Symphony of the Mountains Lease

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

Action Form No.: AF-28-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Hannah M. Powell
 Presentation By: Hannah M. Powell

Recommendation:

Approve the Resolution.

Executive Summary:

As a tenant of the City's Renaissance Center, the Symphony of the Mountains continues to add to the quality of living in the City of Kingsport. It is recommended that the City renew the lease as is: \$7,812.36 annually (\$651.03 monthly installments) for rental of space at the Renaissance Center, to be renewed automatically up to 5 years and represented again for renewal January 1, 2026.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH SYMPHONY OF THE MOUNTAINS FOR SPACE AT THE RENAISSANCE CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Symphony of the Mountains currently leases space from the city in the Renaissance Center, which expired in 2020; and

WHEREAS, the Symphony of the Mountains would like to enter into a lease agreement with the city with an annual rent \$7,812.06 for a term of one (1) year and up to four (4) additional one (1) year renewal periods at the same rent for a total term of up to five (5) years.

Now therefore,

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

SECTION I. That a lease agreement with Symphony of the Mountains for space in the Renaissance Center, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease agreement with Symphony of the Mountains for space in the Renaissance Center and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**RENAISSANCE CENTER
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this 20th day of January, 2021, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Symphony of the Mountains, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, One Thousand Five Hundred Ninety (1,590) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The term of this Lease shall be until January 1, 2022, and shall commence to run on January 20, 2021. The Parties shall have the option to renew this Lease for four (4) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on January 1, 2022, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on January 1, 2026.

This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. Use. Tenant shall use the Premises for Symphony including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Seven Thousand Eight Hundred Twelve and 36/100 (\$7,812.36) dollars payable in monthly installments of Six Hundred Fifty-one and 03/100 (\$651.03) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on January 1, 2015. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises. Tenant shall not possess or store any alcoholic beverages, including beer, on the Premises.

6. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, 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 the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Repairs and Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the

written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Execute Certain Subordination Agreements

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

Action Form No.: AF-25-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: J. Harmon, M. Billingsley
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The attached resolution authorizes the city manager to execute subordination agreements under certain conditions pertaining to the sewer tap fee program of the city. A request for subordination usually arise as a result of a homeowner attempting to refinance a mortgage on the homeowner's home. Executing the subordination agreement allows the mortgage company refinancing the home mortgage to remain in the same position as the current mortgage holder is in relative to the interest of the city.

Such request are infrequent and usually occur when interest rates are favorable for refinancing. Authorizing the city manager to execute such subordination agreements will generally streamline the process to respond to the request, which should benefit the homeowner.

As a condition the refinancing must be solely to obtain a lower interest rate on the homeowner's then current mortgage secured by the superior deed of trust, and the following conditions that must be met: 1) the property owner(s) payments to the city for the indebtedness secured by the city's deed of trust are current and there is no arrearage; (2) the refinancing does not include any additional money other than the amount needed to refinance the mortgage secured by the deed of trust to which the subordination applies; (3) the refinancing is for the principal residence of the property owner(s); (4) the refinancing does not include an extension of time for the payment of the indebtedness; and (5) the subordination does not change the position of the city's deed of trust relative any deed of trust or security instrument filed in the Register of Deeds.

Attachments:

- Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE CERTAIN SUBORDINATION AGREEMENTS
SUBJECT TO CERTAIN CONDITIONS

WHEREAS, the city has a program that allows residential property owners the opportunity to pay a sewer tap fee over a period of time provided the property owner executes a promissory note and, as security, a deed of trust that is recorded at the Register of Deeds office in Blountville, Tennessee; and

WHEREAS, from time to time, the city receives a request from a financial institution on behalf of a property owner for a subordination agreement that will allow the property owner to refinance the mortgage, usually to take advantage of a lower interest rate; and

WHEREAS, the current process requires approval of the board; and

WHEREAS, staff has requested a change to this policy that allow the city manager to approve or deny the request to subordinate and authority to execute a subordination agreement, subject to certain conditions as set out herein.

Now Therefore,

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

SECTION I. That when a residential property owner(s) participating in the sewer tap fee payment plan program is refinancing a home mortgage secured by a deed of trust that is superior to the city's deed of trust for the indebtedness of the property owner(s) for the sewer tap fee program and such refinancing is solely to obtain a lower interest rate on the homeowner's current mortgage that secured by the superior deed of trust the city manager is authorized, but not required, to execute in a form approved by the city attorney execute a subordination agreement to subordinate the city's deed of trust to the deed of trust securing the refinancing provided in addition to the foregoing all of the following are met: (1) the property owner(s) payments to the city for the indebtedness secured by the city's deed of trust are current and there is no arrearage; (2) the refinancing does not include any additional money other than the amount needed to refinance the mortgage secured by the deed of trust to which the subordination applies; (3) the refinancing is for the principal residence of the property owner(s); (4) the refinancing does not include an extension of time for the payment of the indebtedness; and (5) the subordination does not change the position of the city's deed of trust relative any deed of trust or security instrument filed with register of deeds.

SECTION II. Should the city manager, the city attorney or the city recorder decline to execute such agreement for any reason, such agreement may be brought to the board of mayor and aldermen for consideration and approval.

SECTION III. The city manager in consultation with the city recorder may promulgate rules in addition to those required by this resolution that are not contrary to this resolution and the same shall be published by making a copy of such rules available in the office of the city recorder and the office of the city manager.

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Kingsport Alliance for Housing Revitalization (KAHR) Program Policy and Procedures

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

Action Form No.: AF-08-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Jessica McMurray
 Presentation By: Jessica McMurray

Recommendation:

Approve the Resolution.

Executive Summary:

By recommendation of the Community Development Advisory Committee, Community Development staff request the Board of Mayor Aldermen approve the resolution to approve the Kingsport Alliance for Housing Revitalization (KAHR) Program Policy and Procedures Manual. This manual outlines program requirements and processes for the KAHR home repair program and will assist Community Development staff with the administrative management the program.

The Kingsport Alliance for Housing Revitalization (KAHR) program is a long standing CDBG program in the City. The program utilizes volunteer labor and contractors to effect emergency and minor repairs to deteriorating, low- and moderate-income housing. CDBG funds for this program are used to purchase labor and materials. For FY 2021 and Action Plan 2020, Community Development has allocated \$129,942 of CDBG funding for the KHRA program and anticipates addressing over 20 owner-occupied homes.

Attachments:

1. Resolution
2. Exhibit 1-Kingsport Alliance for Housing Revitalization (KAHR) Program Policy and Procedures

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE KINGSPORT ALLIANCE FOR
HOUSING REVITALIZATION PROGRAM POLICY AND
PROCEDURES

WHEREAS, the Kingsport Alliance for Housing Revitalization (KAHR) has in place a Kingsport Program Policy and Procedures Manual that outlines program requirements and processes for the KAHR home repair program; and

WHEREAS, the Community Development Advisory Committee, Community Development recommends the city to approve the manual to assist with the city's community development and the Community Development Block Grant program.

Now therefore,

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

SECTION I. That the Kingsport Alliance for Housing Revitalization's (KAHR's) Kingsport Program Policy and Procedures Manual, attached hereto as Exhibit 1 and incorporated herein, that outlines program requirements and processes for the KAHR home repair program, is approved.

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



KINGSPORT ALLIANCE FOR HOUSING REVITALIZATION (KAHR)

POLICY & PROCEDURE

JANUARY 8, 2021
CITY OF KINGSPORT, TN
415 Broad Street, Kingsport, TN 37660
www.kingsporttn.gov
Approved by BMA 01/19/2021



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The Kingsport Alliance for Housing Revitalization (KAHR)

PROGRAM OVERVIEW

1.1 PURPOSE

This manual presents a summary of the design and operating procedures for the Kingsport Alliance for Housing Revitalization (KAHR), funded by the Department of Housing and Urban Development with the Community Development Block Grant. The program works to correct substandard housing for low-moderate income property owners up to 80% area median income.

Dwellings must be an owner-occupied, single-family residence and be located within the city limits of Kingsport. Minor rehabilitation must correct building code deficiencies in the eligible units and make them safe, sound and sanitary. The Emergency Repair Program waives the requirement to correct building code deficiencies.

1.2 AUTHORITY

Administrative authority for implementation of the programs will rest with the Department of Development Services. Staff approves rehabilitation contracts in addition to contractual addenda and change orders, as needed, for project completion.

Community Development Staff will have the responsibility for approval of homeowner eligibility, final determination of the amount of assistance to be made available to an individual homeowner and final approval of selection of homeowners to be assisted, in accordance with the implementing procedures.

These policies and procedures are intended to comply with regulations enacted by HUD at 24 C.F.R. 570, and should be interpreted and implemented in a way that is not in conflict with those HUD regulations.

1.3 PROGRAM RESOURCES

Funding for rehabilitation activities comes from a U.S. Department of Housing and Urban Development Community Development Block Grant.

1.4 APPLICABLE LAWS

The City of Kingsport, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance. (See Appendix A of the Housing Rehabilitation Program Policies and Procedures Manual for a listing of applicable law.)

APPLICANT ELIGIBILITY REQUIREMENTS

The following criteria applies to all Kingsport Area Alliance for Housing Revitalization Programs

2.1 ELIGIBILITY CRITERIA

The applicant must satisfy the following criteria to be eligible for program assistance:

1. Applicants must complete an application and provide all requested information. Applications will be accepted on an on-going basis and repairs done on a first come, first-served basis as long as CDBG funds budgeted for home repairs are available. Applications with emergency repair needs will take precedence in regards to need and funding.
2. The applicant must be the owner of the property to be repaired and have resided in the dwelling for not less than one year at the time of application.
3. The applicant(s) and household must meet program income limits. Total family or household annual gross income determines program eligibility. **Annual gross income shall be at or below 80%** of the area median income for household composition as determined by HUD. Annual income and asset income are calculated using HUD income calculations.
4. The applicant must be a U.S. citizen or a legal resident alien.
5. The applicant must provide proof of Homeowners Insurance policy, if applicant cannot provide homeowners insurance due to cancelation of policy, homeowners will be encouraged to re-instate their homeowners insurance after repair is complete. This requirement is determined on a case by case basis at the discretion of Community Development Staff.
6. The applicant(s) must hold the property in fee simple. If title is held in another way (for example, a life estate or joint tenancy), all persons with an ownership interest in the property must agree to the request for assistance and be available to sign necessary contracts and instruments.
 - a. If the applicant(s) inherited the property, a title search must show that the applicant(s) own the entire record interest in the property. Applicants should be prepared to provide copies of death certificates and wills.
7. The applicant must voluntarily apply for assistance. Participation in Kingsport Alliance for Housing Revitalization Program is voluntary on behalf of the applicant and City. This relationship may be terminated by the client or the City.
8. The applicant must not have received repair assistance from the City of Kingsport within the previous five years. Total assistance, including the assistance being applied for and previous rehabilitation or repair assistance, may not exceed \$25,000 per applicant.

9. The applicant must demonstrate the ability to maintain the dwelling with regard to ongoing maintenance and repairs, safety hazards and health/cleanliness issues.
10. The applicant acknowledges resources (family/friends or other arrangements) are readily available if temporary relocation is necessary during the construction phase of the repair project.
11. There must be no recorded judgments or liens against the applicant(s) or the home, unless the Community Development Staff determines that the judgment or lien is one that is unlikely to interfere with the Program's ability to protect its interest in the property through foreclosure. A property that is subject to a reverse mortgage would be ineligible for program assistance. Note: This requirement does not apply to emergency repair.

ELIGIBILITY REQUIREMENTS – PROPERTY

The following criteria applies to all Kingsport Alliance for Housing Revitalization (KAHR) Program

3.1 DEFINITIONS

Three terms – “dwelling,” “single family” and “substandard” – are used in determining if a property is eligible for city housing rehabilitation funding assistance. For the purposes of the KAHR Program, the terms are defined as follows:

1. DWELLING - Housing structure which is used entirely for residential purposes.
2. SINGLE FAMILY - Designated for single-family use, although more than one family may be residing therein, if every resident has access to all parts of the structure.
3. SUBSTANDARD - Failing to meet safety standards or the minimum housing requirements as set forth in the International Property Maintenance Code as adopted by the City of Kingsport.

3.2 ELIGIBILITY CRITERIA - PROPERTY

1. The dwelling unit must be located within the city limits of Kingsport.
2. The dwelling unit must be in need of immediate and necessary repairs to correct situations which pose a threat to the health and safety of those who reside in the home. Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is not eligible.
3. The dwelling unit must not have received funds from the Community Development Department for housing rehabilitation or emergency repairs within the last five years.
4. Permanent structures only; no mobile homes, travel trailers, etc. Modular and Double-Wide homes on a permanent foundation are eligible.
5. The applicant’s property must not have a history of being used for illegal activity or any other activity which impairs the physical or social environment of the unit or the neighborhood.
6. The property must be serviced by or accessible to a City-approved water supply, gas, sanitary sewer (or have an approved septic system) and electrical system.
7. The property must comply with and meet all environmental regulations, including, but not limited to, historical, floodplain, noise and lead. Properties located in the 100 year floodplain are ineligible unless they are currently covered by flood insurance.
8. Accessory structures (as defined by City of Kingsport code) are not eligible for the program. If an accessory structure must be torn down as part of a reconstruction, it will not be rebuilt.

TERMS, CONDITIONS AND CONSIDERATIONS FOR ASSISTANCE

The following criteria applies to all the Kingsport Alliance for Housing Revitalization (KAHR) Programs

4.1 DETERMINATION OF THE AMOUNT OF THE GRANT

The amount of rehabilitation assistance that an applicant may receive will not exceed the lesser of:

1. Amount necessary to correct deficiencies identified by Community Development Staff or a certified codes inspector; or
2. Maximum of \$25,000 exclusive of soft costs (e.g., lead paint assessments and clearances and cost of lead treatment); or
3. Assessed value of the dwelling.

If the Board of Mayor and Aldermen feels the community would be better served by saving certain housing stock because of architectural or historical significance, consideration will be given to waiving the \$25,000 cap. A waiver would require favorable recommendations from the Community Development Advisory Committee and the City Manager, approval of the Board of Mayor and Aldermen.

4.2 STRUCTURE OF FINANCIAL ASSISTANCE

Program funds will be used to make forgivable loans for projects that exceed \$10,000, with a minimum compliance period of five (5) years from date of final acceptance by the owner. However, the following applies:

1. To prevent owners from simply selling the property and profiting from the improvements funded by the City of Kingsport, owners must repay the program if they sell the property or convert it to rental property within the compliance period. Part of the owner's obligation is forgiven each year they live on the property.
2. Repayment of the rehabilitation grant is forgiven over a 5 year period on a pro-rata, monthly basis beginning one year after the date of signing the Certificate of Completion and Final Payment. The forgivable amount becomes fixed at the end of the month immediately preceding the date of the event that causes the remaining principal balance to become due and payable. A Schedule showing the remaining principal balance at the beginning of each month, starting with the thirteenth month after the date of signing the Certificate of Completion and Final Payment, will be attached to the Grant Note.
3. A lien is placed against the property and is activated if the owner attempts to sell within the five-year compliance period. Soft costs (e.g., inspections) are not included in the Deed of Trust; however, hard costs and project lead treatment costs are included.
4. Loans must be repaid, in whole or in part if the property is sold during the compliance period, or if the dwelling is converted to rental property, or if the dwelling is abandoned. If the homeowner dies during the compliance period, the heirs may occupy the dwelling, rent it or

leave it vacant without triggering the repayment clause. However, if the heirs sell the property, or if the property is sold by any actions of a court to settle outstanding claims or settle the estate, the loan must be repaid to the City of Kingsport. The purpose of the Kingsport Alliance for Housing Revitalization Program is to assist the homeowner and avoid real estate speculation.

4.3 SECURING THE LOAN

Minor Repair/Rehabilitation: For minor rehabilitation, the homeowner(s) will execute a Deed of Trust and Promissory Note promising to repay to the City the costs of the rehabilitation over a term of five (5) years. Soft costs do not need to be repaid and should not be included in the Note. The promissory note will provide that the debt will be forgiven at a rate of one-fifth per year, provided that the homeowner(s) continue to reside in the property. Rehabilitation projects that are expected to cost less than \$10,000 in total do not need to be secured by a Deed of Trust and Note.

Emergency Repair: Emergency Repair projects less than \$10,000 in total do not need to be secured by a Deed of Trust or Note.

Once the Note has expired, at the request of the Homeowner a Release Deed shall be prepared by the Community Development Staff and recorded in the Sullivan County Register of Deeds office in Blountville, Tennessee. A copy of the recorded Release Deed shall then be mailed to the homeowner.

4.4 OTHER GRANT CONDITIONS

Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to comply with all terms in the grant application and the contract documents, and, additionally, to:

1. Allow inspection of the property by the City whenever the City determines that such inspection is necessary.
2. Furnish complete, truthful and proper documentation and information as needed to determine eligibility for receipt of repair assistance.
3. Permit the contractor to use, at no cost, reasonable existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.
4. Cooperate fully with the City and the contractor to ensure that the repair work will be carried out promptly.
5. Defend, indemnify and hold harmless the City, its officials, employees and assigns, from all claims, demands, damages, actions, expenses, attorney's fees and causes of action that may arise from an act of God or nature during the rehabilitation of the property.
6. Agree to maintain the property in a clean, neat and sanitary condition.
7. Abide by Lead-based Paint requirements outlined in application for assistance, if applicable.
8. Have alternative housing during the time period of the rehabilitation project when the removal of lead-based paint hazards is necessary

APPLICATIONS AND AWARD OF FUNDING

The following criteria applies to all The Kingsport Alliance for Housing Revitalization (KAHR)

The KAHR Program awards funding based on financial need of the household and the condition of the dwelling.

The application is considered incomplete until all statements pertaining to income, benefits, assets, homeowner's insurance and employment have been verified by the Community Development Department. The homeowner will be notified by the department when the application is complete.

Applications will be accepted on a first-come, first-served basis as long as sufficient funds to cover the cost of additional projects remain uncommitted. Applications with emergency repair needs will take precedence in regards to funding.

5.1 INTAKE/PRELIMINARY APPLICATION PROCESS

1. The interested Homeowner contacts the Community Development Office to discuss needed repairs. If the repairs meet the criteria for one of the programs, an Application and Checklist will be mailed, emailed or faxed to the homeowner.
2. Once the applicant has assembled all of the necessary documentation, an appointment will be scheduled for them to come into the office and complete the application with the Community Development Staff.
3. The application must be filled out completely (no questions can be left unanswered).
4. The application must be signed by all household members 18 years or older.

The applicant will have thirty (30) days to submit all required information. If not received within the thirty (30) days, the application will be closed and filed as ineligible.

1. Upon receipt of the application and supporting documentation, it will be reviewed by the Community Development Staff for eligibility.
2. If the information given meets the income limits and other criteria, the applicant will be placed on the waiting list.
3. If the application does not meet the program guidelines, the applicant will be notified in writing within thirty (30) days.
4. When an applicant's name comes up on the waiting list, they will receive a phone call and letter or email to call the Community Development Staff for an appointment to start the acceptance process.

Any intentionally falsified information will cause the application to be rejected and the homeowner to be deemed ineligible to apply for assistance.

Failure to disclose information that may affect eligibility requirements shall also constitute fraud. Homeowners shall be required to make full restitution to the City in the event the rehabilitation services are provided to homeowners who provide inaccurate or incomplete information in order to meet eligibility requirements.

Homeowners who apply for this assistance do so voluntarily and with the understanding that they are not being displaced under HUD's Acquisition, Relocation and Displacement Policy. They may be required to find alternative housing during the time period of the rehabilitation project.

In some cases, a rehab project may not include the disturbance of lead paint surfaces; however, the City may still deem it in the best interests of the homeowner to find alternative housing with a family member or friend in order that the contractor may expedite the project.

This program does not fund the expense of temporary housing for applicants and their families.

5.2 ENVIRONMENTAL REVIEW

An Environmental Review must be completed for each rehab/reconstruction project. **See Environmental Review checklist and methods of documentation.**

5.3 LEAD BASED PAINT REVIEW

A Lead Based Paint Review must be completed for each rehab/reconstruction project. **See Lead Based Paint Review checklist and methods of documentation.**

EMERGENCY REPAIR PROGRAM SPECIFICATIONS

6.1 INSPECTION

The determination of an emergency shall be at the discretion of the Community Development Staff. Acceptable repairs for existing structures shall be defined as:

1. Water leaks that are flooding the structure
2. Lack of water to the unit
3. Nonfunctioning water heater
4. Inoperable toilets
5. Inoperable lavatories
6. Broken sewer lines/water supply lines
7. No vented heat
8. No functioning air conditioning
9. Hazardous and electrical malfunctions that are imminent danger to the structure
10. Deteriorated roofs, guttering that affect other systems and pose imminent danger to the occupants
11. Collapsed floors and major structural hazards

This definition also covers repair situations created by accidents or natural disasters that are imminent danger to the structure and are creating an imminent threat to public health and safety and the surrounding neighborhood. These are only a few examples of potential conditions, which may exist. The examples demonstrated are not all inclusive; staff must evaluate each request on a case-by-case basis.

The City is responsible for determining if the repairs requested fit the criteria for the Emergency Repair Program. When the Community Development Department is contacted by a homeowner, Community Development Staff will:

1. Assist the homeowner with the application process;
2. Inspect the property and prepare an inspection report;
3. Make an expedited decision whether the threat posed is immediate and repairs requested are necessary for protecting the health and safety of the household;
4. Consult with and advise the owner of the scope of work recommended and the availability of emergency repair assistance;
5. Solicit bids from appropriate contractors;
6. Facilitate the contract between the homeowner and the contractor;
7. Inspect the repair work as it is being done and when it is completed.

6.2 INTAKE/APPLICATION PROCESS

When the City receives a call from a resident inquiring about a potential emergency repair, the Community Development Staff will send a checklist of information and documents needed. An appointment will be set for the applicant to bring in the requested information, and an application will be completed. When repairs meet the above criteria, the following approval process will apply:

1. Verify ownership of home
2. Verify income of all occupants
3. Verify Homeowners Insurance, if applicant cannot provide homeowners insurance due to cancellation of policy, homeowners will be encouraged to re-instate their homeowners insurance after repair is complete. This requirement is determined on a case by case basis at the discretion of Community Development Staff.

6.3 ENVIROMENTAL

Under 24 CFR 58.34(a)(10), "Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration" may be classified as exempt from environmental review.

6.4 LEAD-BASED REQUIREMENTS

Under 24 C.F.R. 35.115(a)(9), "For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse), occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable," but the requirements of subparts B through R of that part shall not apply. This exemption applies only to repairs necessary to respond to the emergency. The requirements of subparts B through R of this part shall apply to any work undertaken subsequent to, or above and beyond, such emergency actions."

6.5 POLICY STATEMENT REGARDING THE EMERGENCY REPAIR PROGRAM

The maximum allowable Emergency Repair grant is \$10,000. The Community Development Staff can authorize a larger grant if the maximum allowable repair cannot remove the threat to life, health or safety of the family.

6.6 VOLUNTEER LABOR

The Kingsport Alliance for Housing Revitalization (KAHR) program in cooperation with First Broad Street UMC and Appalachia Service Project, utilizes volunteer labor to effect emergency and minor repairs to deteriorating, low and moderate income housing. Grant funds are used to purchase materials. If Community Development Staff determine a home repair project cannot be completed by the volunteer group or no volunteer labor is available, the Community Development Staff will follow procurement procedures.

6.7 CONTRACTOR CRITERIA FOR EMERGENCY REPAIRS

Contractors should obtain required permits and inspections per the City of Kingsport code. Any work performed other than paint, flooring or other cosmetic changes require permits. Roof, vinyl and window replacements require permits. There are some exemptions for trade work pertaining to maintenance

items as well, Contractors should contact the Building Department and Inspectors to assist with this determination.

6.8 MAINTENANCE OF LIST AND SELECTION OF EMERGENCY REPAIRS CONTRACTORS

At least once a year, the City of Kingsport will advertise in a local and/or regional newspaper for contractors who wish to participate in the Kingsport Alliance for Housing Revitalization Program. The City will also recruit additional contractors on an ongoing basis. Contractors who indicate a desire to participate in the program will be placed on a list by trade maintained by the Community Development Department.

The Community Development Staff will maintain a list of contractors who are qualified under this section. The list will include the contractors' trades or specialties. Any additions of qualified contractors to the lists will be placed on the appropriate trade list.

All responding contractors will be subject to staff review of qualifications.

No contractor appearing on the debarred contractor list will be approved to perform work as a qualified contractor for emergency repairs.

6.9 BIDS & QUOTES

When a repair need arises, the Community Development Staff will complete the following tasks:

1. Review list of contractors and contact a minimum of 3 contractors with the necessary trade or specialty.
2. Provided each contractor with the same description of the repair to be performed
3. Invite each contractor to provide a quote for performing the repair **AND** include a deadline for submitting the quotes.
4. Create a tabulation sheet of all quotes received
5. Notify the qualified contractor with the lowest reasonable responsive bid of awarded the project. If that contractor is unable to commit to completing the work in the designated timeframe, the City will proceed with next lowest bidder until an available contractor is selected.

If quotes are taken over the telephone, they are to be confirmed in writing.

The lowest quote from an eligible contractor will generally prevail unless it exceeds the \$15,000 repair cap, or if, in the City's judgment, the low bid is not responsive to bid specifications.

6.10 LICENSURE

Contractors doing work for the Emergency Repair Program will not be required to hold a General Contractor license, but will be required to hold any licensure applicable to their specialty (i.e. licensed plumber or electrician). All required licenses must be current.

No Contractor can be engaged to perform repairs unless:

1. The Contractor holds a valid business license; and
2. If required by local or state law, the Contractor holds a valid license to perform the required work.
3. The Contractor has a policy of general liability insurance in the amount of One Million Dollars (\$1,000,000); automobile liability insurance in the amount of One Million Dollars (\$1,000,000); and workers compensation insurance, if and as required by state law.

6.11 INELIGIBLE CONTRACTORS

The City or Community Development Staff may determine a contractor is ineligible to bid on projects if:

1. The contractor does not have a valid Tennessee license if required for the work to be done; or
2. The contractor is listed on the Federal or State debarred list or is on the City's ineligible list for failure to complete warranty repairs; or
3. There is documented proof that the contractor has not paid material suppliers; or
4. The contractor has not completed projects within the allotted time frame; or
5. There exist complaints by homeowners about quality of the contractor's work and performance.

6.12 EMERGENCY REPAIR CONTRACT SIGNING PROCEDURES

Before signing a contract for a repair, the Community Development Staff and/or Inspector will schedule a "preconstruction" conference at the property with the homeowner and contractor in attendance. The Community Development Staff and/or Inspector will go through the line items on the work write-up and discuss with both parties each item and what construction is required and where it will be applied. This conference is required to ensure a thorough understanding by the Homeowner.

The contractor must begin work no later than ten (10) business days from date of contract and complete the work within thirty (30) business days, unless otherwise specified in the contract or in writing by the City.

The homeowner and contractor will be contacted by the Community Development Staff to schedule an appointment to sign documents. Documents requiring a signature are:

1. Homeowner/contractor agreement
2. General Information for Participants
3. Homeowner Receipt of Lead Base Paint Inspection/Risk Assessment
4. Right of Rescission (two copies), only if project costs exceed \$10,000
5. Non-Kickback Certification
6. Notice to Proceed
7. Deed of Trust (if applicable), only if project costs exceed \$10,000
8. Promissory Note (if applicable), only if project costs exceed \$10,000
9. Certification of Eligibility to Participate (Contractor)
10. Any other document or certification required by federal, state or local law.

MINOR REPAIR PROGRAM SPECIFICATIONS

The Kingsport Alliance for Housing Revitalization Program, for minor repairs, is designed to assist low-moderate income homeowners in Kingsport whose homes exhibit exterior and interior substandard deficiencies that make the dwelling unsafe, unsanitary or in need of renewal as determined by staff.

Acceptable repairs shall be defined as:

1. Vinyl siding
2. Painting
3. Storm windows
4. Replacement windows
5. Glass
6. Entry doors
7. Storm door
8. Roofing
9. Electrical and heat systems
10. Plumbing

The list is not meant to be all inclusive, and each property will have different needs as determined by the Inspector.

7.1 ADMINISTRATIVE PROCESS

1. The date of the application completion and eligibility will determine the order of assistance (a waiting list will be maintained on a first-come, first-serve basis).
2. If funding is sufficient to complete a large number of rehabs, applicants may be solicited at a public meeting.
3. Once applications have been completed and information verified, if necessary, a selection/scoring process may be utilized based upon funding and the following factors:
 - a. Number of people in the household
 - b. Number of people 62+ years old
 - c. Number of handicapped
 - d. Female-headed household
 - e. Number of children under 18
 - f. Condition of the home (determined by Codes Enforcement)
 - g. Income level
4. Once all of these factors have been taken into consideration and scores assigned, the family with the highest score will be first on the list, and the lowest score will be last.
5. The maximum allowable grant shall be up to \$25,000, unless otherwise approved by Community Development Staff and Planning Manager.
6. Repairs must conform to the current building and property maintenance codes of the City of Kingsport and to any rehabilitation standards issued by HUD.
7. Reasonable and necessary related soft-costs will be paid by the City. These costs include, but are not limited to:
 - a. Architectural, engineering or related professional services (inspection, work write-ups);
 - b. Costs related to lead-based paint hazards.

8. Staff will provide counseling and assistance to the Homeowner in order to facilitate the rehabilitation, including the following:
 - a. Information on the program;
 - b. Information regarding potential lead-based paint hazards;
 - c. Soliciting bids for rehabilitation;
 - d. Fair Housing information;
 - e. Assistance in contractual compliance between the homeowner and contractor; and,
 - f. Inspection of rehabilitation of dwelling.
9. Please use checklists for Contract Signing and Project Closeout.

7.2 INSPECTIONS

Property Inspections - After conditional approval, at the earliest convenient time, the Community Development Staff and/or Inspector will perform the property inspection and complete the lead-based paint inspection (applicable only for properties built prior to 1978). The purpose of the inspection is to identify all local building code, Housing Quality Standards, and environmental review violations and determine actions necessary to bring the property into compliance.

1. If the project is not deemed feasible because the cost estimate exceeds the maximum allowable grant amount for the project, the Homeowner will be notified by the CDBG Staff within seven (7) business days.
2. Upon completion of the write-up, the Community Development Staff and/or Inspector will schedule an appointment with the Homeowner to explain the specification notes, guidelines and the bidding process.
3. Once a project is complete, all Punch List items must be addressed to the satisfaction of the Community Development Staff and/or Inspector and the homeowner.

Lead Based Paint Requirements – If the repair cannot be accomplished without disturbing any painted surface on any portion of the home's exterior, for properties built prior to 1978, the surfaces to be disturbed will be either be tested in order to detect the presence of lead-based paint or presumed to have lead-based paint present.

1. If tested, it will be by a certified lead-based paint Inspector or risk assessor to determine the presence or absence of lead-based paint.
2. If lead-based paint exceeding the acceptable limit is found, then the surfaces disturbed will be repaired utilizing safe work practices. A "Notice of Lead Hazard Evaluation" will be provided to the Homeowner. This notice will summarize the nature, scope, and results of the evaluation
3. The lead-based paint hazard reduction work will be performed by a contractor who is certified and licensed in utilizing safe work practices.
4. After the hazard reduction work is completed, a clearance examination of the work site will be performed by a certified risk assessor to determine if the affected dwelling is safe for occupancy. This involves a visual assessment, analysis of dust samples and preparation of a clearance report. A "Notice of Lead-Based Paint Hazard Reduction Activity" will be provided to the Homeowner. The contractor must also obtain a final inspection from the City before payment can be made.

The City of Kingsport provides an Inspector and other housing specialist services, unless The City of Kingsport, is unable to provide such services for a particular project. In such case, the CDBG Staff shall retain another qualified individual to perform such services.

7.3 CONTRACTOR CRITERIA

1. Any properly licensed contractor can bid on minor rehabilitation projects. Contracts will be signed with qualified contractors that have:
 - a. Post-consumer satisfaction, as evidenced by references;
 - b. Acceptable workmanlike skills evidenced through verifiable references of previous rehabilitation or new construction;
 - c. Ability to obtain and carry commercial general liability with at least One Million Dollars (\$1,000,000), along with any employer's liability (workmen's compensation) as required by the state of Tennessee and auto liability insurance of at least One Million Dollars (\$1,000,000) for the duration of a contract – insurance certification is required;
 - d. Ability to guarantee work performed for a period of one year from date of grant settlement;
 - e. Ability to provide a \$1,000 security bond to the City to ensure performance of the work.
2. No contractor appearing on the debarred contractor list will be approved to perform work.
3. Once an eligible contractor has been identified as low-bidder, then CDBG staff will work to qualify the company on the items above.
4. The Community Development Staff will work with Codes Enforcement to make sure that all permits have been secured for the project.

7.4 INELIGIBLE CONTRACTORS

The City may determine a contractor is ineligible to bid on projects if:

1. The contractor does not have a valid Tennessee license if required for the work to be done; or
2. The contractor is listed on the Federal or State debarred list or is on the City's ineligible list for failure to complete warranty repairs; or
3. There is documented proof that the contractor has not paid material suppliers; or
4. The contractor has not completed projects within the allotted time frame; or
5. There exist valid complaints by homeowners about quality of the contractor's work and performance.

7.5 OPEN SOLICITATION CONTRACTOR PROCUREMENT AND COMPETITIVE BID POLICY

For projects expected to cost less than \$50,000, qualified contractors will be contacted on an as needed basis using the Community Development Qualified Contractor List. Community Development staff will attempt to acquire a minimum of three (3) bids. If three (3) bids cannot be obtained, the Community Development Staff should document an explanation.

Any interested contractor may be added to the Qualified Contractor List at any time, if the contractor meets the requirement and qualifications in effect during the current year.

The Community Development Staff will email to contractors a scanned copy of the work write-up which will denote the date/time of the bid opening.

The City need not include any contractor with outstanding warranty items.

The Homeowner(s) will receive a copy of the work write-up during the pre-bid visit to the home.

If the homeowner(s) has questions, the Community Development Staff and/or Inspector will be consulted regarding the scope of the work prior to the date of bid opening.

The Invitation to Bid must advise the contractor that bid proposals will be accepted in person or by mail or overnight delivery.

Each individual bid shall be in a sealed envelope listing the homeowner's name and address on the front of the envelope.

Contractor shall provide business name, license number with classification and expiration date. Information must also be included for any subcontractors.

Contractors and subcontractors must be in good standing with the State of Tennessee Board of Licensing.

Staff must designate a specific location for return of bid documents. No response within the required time will be regarded as a NO BID.

IF projects exceed \$50,000, the Community Development Staff should consult with the Procurement Manager and after public advertising and a formal sealed bidding or request for proposals process, as defined in the City of Kingsport's Procurement Policy and Procedure Manual.

NO BIDS WILL BE ACCEPTED IF SUBMITTED ANYTIME AFTER THE SPECIFIED DUE DATE/TIME AND DESIGNATED LOCATION.

All present during bid opening must sign in. The Community Development Staff and/or Inspector are responsible for reviewing all bids and determining reasonableness of each bid line item prior to bid award and confirming that funding is available for the entire project.

Bids may be rejected for any of the following reasons:

1. The total price exceeds the maximum grant amount approvable by the City;
2. The prices quoted are considered too high or too low (a 15% variance either way will be allowed);
3. Not all work items are bid upon; and/or the contractor or contractor's representative failed to visit and inspect the property;
4. The contractor is ineligible.

The project will be awarded to the qualified contractor with the lowest reasonable responsive bid. Time being of the essence, the bid may be awarded to the next lowest bidder should the contractor with the low bid have been awarded or hold contract for other uncompleted jobs through the City;

Should all bids for the minor rehabilitation exceed the \$25,000.00 grant allowance, the City may elect to negotiate a lower cost with the lowest qualified bidder by reasonably modifying or deleting one or more

repair items if feasible. The City must be able to certify the condition of the property will still meet minimum standards after such modification or deletions.

7.6 MINOR REPAIR CONTRACT SIGNING PROCEDURES

Before signing a contract for a substantial rehab, the Community Development Staff and/or Inspector will schedule a “preconstruction” conference at the property with the homeowner and contractor in attendance. The Inspector will go through the line items on the work write-up and discuss with both parties each item and what construction is required and where it will be applied. This conference is required to ensure a thorough understanding by the Homeowner.

The homeowner and contractor will be contacted by the Community Development Specialist to schedule an appointment to sign documents. Documents requiring a signature are:

1. Homeowner/contractor agreement
2. General Information for Participants
3. Homeowner Receipt of Lead Base Paint Inspection/Risk Assessment
4. Right of Rescission (two copies), only if project costs exceed \$10,000
5. Non-Kickback Certification
6. Notice to Proceed
7. Deed of Trust (if applicable), only if project costs exceed \$10,000
8. Promissory Note (if applicable), only if project costs exceed \$10,000
9. Certification of Eligibility to Participate (Contractor)
10. Any other document or certification required by federal, state or local law.

7.7 WORK MONITORING

The Community Development Staff and/or Inspector will monitor the progress of the construction project. All licensed trade work shall be inspected by the City of Kingsport Building Code Enforcement. Unless otherwise provided in the contract, the contractor must begin work no later than fifteen (15) business days from the date of the contract and must complete the work within sixty (60) business days, unless given an extension by the City. The Community Development Staff and/or Inspector will visit the job site as necessary.

7.8 CHANGE ORDERS

All Change orders to the work write-up specifications are to be approved by the Community Development Staff prior to the work being completed.

A change order form will be prepared by the Community Development Staff and requires signatures from the Inspector or Community Development Staff, Homeowner and contractor.

Additional work contracted between Homeowner and contractor during job progress is prohibited without City approval.

All change orders, together with contracted amount for “hard costs,” may not exceed the \$50,000 limit for the minor rehabilitation.

The City may make an exception to exceeding the limit if additional funding is required to make any repair that was unforeseen in the scope of work write-up and deemed necessary due to health/safety

hazard or other serious code violation or if funding could resolve dispute between homeowner and contractor.

The Inspector will approve materials on the job site to assure compliance with specifications.

In the event of a dispute between the homeowner and contractor concerning satisfactory completion of the job, the Inspector will work with both parties to negotiate a resolution and render a decision. Should either party wish to appeal the Inspector's decision, they may request a hearing with the Community Development Specialist for a final determination.

7.9 MINOR REPAIR PROGRAM CLOSEOUT PROCEDURES

1. The Community Development Staff and/or Inspector will review with the Homeowner all completed Repairs on work write-ups and execute "Certificate of Final Inspection."
2. The Community Development Staff will obtain from the contractor all final inspection "green tags," manufacturer's/supplier's warranties, certifications required on work write-up, final invoice and release of liens (if applicable) .
3. The Staff will fill in the Certification of Final Inspection and acquire Contractor's Final Invoice as applicable for the specific project. The Community Development Staff and/or Inspector verifies that the necessary portion of work has been completed and that the quality of workmanship is satisfactory.
4. Upon approval by the Inspector, the payment request will be prepared by the Community Development Staff. The Contractor shall receive payment for completed contract within thirty (30) business days after final inspection.
5. Payment of work performed for the substantial rehab program shall be made payable to the contractor, in one lump sum, unless, otherwise authorized by Community Development Staff. Payment is subject to final approval by the Homeowner and the City before releasing check to the contractor. Exceptions to this are applicable when either of the following circumstances exists:
 - a. The City has found all work to be acceptable and the Homeowner refuses to sign an "Application for Payment" without a valid reason, or lacks understanding of work acceptability.
 - b. The homeowner has left the city, cannot be located and failed to notify the City of whereabouts.

R.A.M.P PROGRAM - Ramp Access Made Possible

The Kingsport Alliance for Housing Revitalization (KAHR) offers the R.A.M.P program and utilizes volunteer labor by First Broad Street UMC, volunteers donate their time to assemble the wheelchair access ramps at the homes of seniors. This program is available to seniors 62 and older and at or below 80% AMI.

Some of the benefits of free ramps installed for the elderly include:

- Seniors taking more trips to get medical care such as doctor's visits and dialysis treatments
- Seniors having increased mobility and more choice in daily activities
- Seniors reconnecting with their friends and communities
- Seniors accessing social service programs
- Seniors being supported to age in place and stay in their own communities rather than having to make a decision of moving into costly assisted living facilities
- Ramps are crucial in the case of emergencies so that elderly and emergency first responders are able to enter and exit the home quickly and safely
- Interaction between volunteers and seniors promotes socialization and communication.

The Kingsport Alliance for Housing Rehabilitation utilizes CDBG funds in order to purchase the materials needed to build free ramps.

Permits are not required for residential ramps, however, ramps must be ADA compliant and inspected by Community Development Staff.

Contractors are not utilized for this program.

Work completed by volunteers is not warranted by the City of Kingsport or volunteer labor program.

WORK MONITORING

The Community Development Staff will monitor the progress of the rehabilitation project. All licensed trade work shall be inspected by the City of Kingsport Code Official. The contractor must begin work in timely manner and in accordance with contract, unless otherwise specified in the contract or in writing by the City.

Once required inspections are complete, no further inspections will be made by the City unless the Homeowner reports needed repairs or problems within the one-year warranty period. HUD may inspect the properties during any CDBG program monitoring visit for compliance purposes only.

9.1 WARRANTY FOLLOW-UP PROCEDURES FOR BOTH MINOR REPAIR AND THE EMERGENCY REPAIR PROGRAMS

All rehabilitation or repair work done by the Contractor shall be warranted for one year from the date the homeowner signs the Certificate of Completion and Final Inspection indicating acceptance of the rehabilitation work as meeting the terms and conditions of the contract.

The Homeowner's failure to maintain the property is not considered a warranty problem.

If homeowner is experiencing problems with the workmanship and/or materials are not holding up according to warranties, an inspection will be performed and the contractor will be notified, in writing, if necessary, and requested to make repairs. A follow-up call or re-inspection will be made by the Inspector to ensure the contractor has made the requested repairs.

Should the homeowner notify the Community Development Department of a warranty claim, Community Development Staff will:

1. Review rehabilitation project documents to determine if the complaint might be related to the work done;
2. Conduct an on-site inspection accompanied by the contractor or a designee to investigate the request for warranty work;
3. If an on-site inspection determines the requested repair is under warranty, the contractor will have 10 working days to resolve the warranty issue. Another inspection by the City will determine if the terms of the warranty have been satisfied.
4. If the complaint is not resolved within 10 days, a second notice will be issued to the contractor giving an additional five working days to resolve the warranty issue. If the complaint remains unaddressed or resolved unsatisfactorily, the contractor may be ruled ineligible for further participation in the Kingsport Alliance for Housing Revitalization Program;
5. A contractor ruled ineligible will be notified by mail. The contractor may appeal the ruling within 15 working days of receiving notification. The appeal must be in writing, addressed to the Community Development Department, City of Kingsport.
6. When an appeal is received, the Community Development Staff will investigate, and then present findings to City of Kingsport Planning Manager. Resulting in either restore the contractor's eligibility for program participation or sustain the earlier decision. The Community Development Staff reserves the right to report a contractor who fails to honor his contractual

obligations to the U.S. Department of Housing and Urban Development with a recommendation for disbarment;

7. Before the Community Development Department will consider restoring eligibility, a contractor will be required to reimburse the City for any expense incurred to have another contractor satisfy the ineligible contractor's warranty work.

GRIEVANCE PROCEDURE

10.1 GRIEVANCE PROCESS

Disputes between the homeowner, the City of Kingsport and contractor may arise from time to time during the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the Grievance Procedure will be followed. The Grievance Procedure will be made a part of the contract between the homeowner and the contractor.

If there is a dispute:

1. The grievance by the homeowner or contractor is to be filed with the Community Development Office in writing.
2. The Community Development Staff will meet with the homeowner and contractor and attempt to negotiate a solution.
3. If the Community Development Staff are unable to negotiate a solution, contact the City of Kingsport, Planning Manager for assistance. Should the matter require further assistance the Planning Manager will escalate the issue to Assistant City Manager. The Assistant City Manager will then determine if the issue should be escalated to the City Manager.

If these steps are unsuccessful, all claims or disputes between the owners and contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise.

If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney's fees in favor of the contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the owners, the arbitrator may award costs and attorney's fees in favor of the owner.

The contract and the rehabilitation specifications, along with the housing code compliance inspection, provide the basic documentation by which the relative merits of any dispute will be judged.

MISCELLANEOUS

11.1 CONFLICT OF INTEREST OF PUBLIC OFFICIALS

No elected or appointed Federal, State and local official, member of the Kingsport Board of Mayor and Aldermen, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of Kingsport Alliance for Housing Revitalization Program shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect and the conflict of interest is only “apparent”, the Community Development Staff must contact the City of Kingsport’s Procurement and Legal Departments for clarification before proceeding. The City of Kingsport will not routinely consider requesting an exemption to the conflict of interest provisions from HUD.

11.2 KICKBACKS AND DISCOUNTS

No member of the Kingsport Board of Mayor and Aldermen or any City of Kingsport employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to the Kingsport Alliance for Housing Revitalization.

APPENDIX A - Applicable Laws

1. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and 24 CFR 92.358)
2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655), (46 CFR Part 24, and 24 CFR 92.353)
3. Debarment and Suspension provisions as required by 24 CFR Part 24 and 24 CFR 92.357.
4. National Environment Policy Act of 1969 (NEPA), 24 CFR Parts 50 and 58, and 24 CFR 92-352.
5. Equal Opportunity Provisions and Fair Housing, 42 CFR 92.350.
6. Affirmative Marketing, 24 CFR 92.351.
7. Lead-based Paint Poisoning Prevention Act, 24 CFR 92.355.
8. Conflict of Interest Provisions, 24 CFR 85.36 and OMB Circular A-110, and 24 CFR 92.356.
9. Davis-Bacon Act and Contract Work Hours and Safety Standards Act, and 24 CFR 92.354.
10. Intergovernmental Review of Federal Programs, Executive Order 112372 and 24 CFR 92.359.
11. Drug-Free Workplace, 24 CFR part 24, subpart F.
12. Standard Equal Opportunity Construction Contract Specifications.
13. Certification on Non-segregated Facilities for Contracts over \$10,000.
14. Title VI of Civil Rights Act of 1964 Provisions.
15. Section 109 of Housing and Community Development Act of 1974 Provisions.
16. Section 3 Compliance Provisions.
17. Age Discrimination Act of 1975 Provisions.
18. Section 504 - Affirmative Action for Handicapped Provisions.
19. And any other Federal requirements as set forth in 24 CFR Part 92, HOME Investment Partnerships Program.

APPENDIX B – Income Eligibility

A. ANNUAL INCOME (GROSS INCOME)

The Kingsport Alliance for Housing Revitalization Program uses the income definitions of the HUD Section 8 program in determining the annual income (gross income) used to classify a household for purposes of eligibility. Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf, of, the family head or spouse (even if temporarily absent) or to any other family member;
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In other words, it is the household's future or expected ability to pay rather than its past earnings that is used to determine program eligibility. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period; and
3. Are not specifically excluded in paragraph G (Income Exclusions) below.
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
5. MONTHLY GROSS INCOME – Monthly gross income is Annual Gross Income divided by 12 months.

B. ASSETS

In general terms, an asset is a cash or non-cash item that can be converted to cash. There is no asset limitation for participation in the Kingsport Alliance for Housing Revitalization Program. Income from assets is, however, recognized as part of Annual Gross Income. Assets have both a market value and a cash value.

1. MARKET VALUE - The market value of an asset is simply its dollar value on the open market. For example, a stock's market value is the price quoted on a stock exchange on a particular day, and a property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.
2. CASH VALUE - The cash value of an asset is the market value less reasonable expenses required to convert the asset to cash, including:
 - a. Penalties or fees for converting financial holding. Any penalties, fees, or transaction charges levied when an asset is converted to cash are deducted from the market value to determine its cash value (e.g., penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds, or broker fees for converting stocks to cash); and/or
 - b. Costs for selling real property. Settlement costs, real estate transaction fees, payment of mortgages/liens against the property, and any legal fees associated with the sale of real property are deducted from the market value to determine equity in the real estate.

- c. Under Section 8 rules, only the cash value (rather than market value) of an item is counted as an asset.

C. INCOME FROM ASSETS

The income counted is the actual income generated by the asset (e.g., interest on a savings or checking account). The income is counted even if the household elects not to receive it. For example, although a household may elect to reinvest the interest or dividends from an asset, the interest or dividends is still counted as income.

1. The income from assets included in Annual Gross Income is the income anticipated to be received during the coming 12 months.
 - a. To obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account; or
 - b. If the value of the account is not anticipated to change in the near future and interest rates have been stable, a copy of the IRS 1099 form showing past interest earned can be used.
 - c. Checking account balances (as well as savings account balances) are considered an asset. This recognizes that some households keep assets in their checking accounts, and is not intended to count monthly income as an asset. The City uses the average monthly balance over a 6-month period as the cash value of the checking account.
2. Assets above and below \$5,000 are treated differently.
 - a. If the family's assets are \$5,000 or less, actual income from assets (e.g., interest on checking account) is counted as annual income.
 - b. If the family's assets are greater than \$5,000, income from assets is computed as the greater of:
 - i. actual income from assets, or
 - ii. Imputed income from assets based on a passbook rate applied to the cash value of all assets.
3. Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an "arm's length" transaction) have, in essence, voluntarily reduced their ability to afford housing. Section 8 rules require, therefore, that any asset disposed of for less than fair market value during the two years preceding the income determination be counted as if the household still owned the asset.
 - a. The value to be included as an asset is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset.
 - b. Each applicant must certify whether an asset has been disposed of for less fair market value. Not included in this calculation are assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce or separation.

- c. These procedures are followed to eliminate the need for assets limitation and to penalize people who give away assets for the purpose of receiving assistance or paying a lower rent.

D. ASSETS INCLUDE

1. Amounts in savings accounts and six-month average balance of checking accounts.
2. Stocks, bonds, savings certificates, money market funds and other investments accounts.
3. Equity in real property or other capital investments. Equity if the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. The equity of the principal residence is not included as an asset by the Kingsport Alliance for Housing Revitalization.
4. The cash value of trusts that are available to the household.
5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in penalty.
6. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.
7. Assets which, although owned by more than one person, allow unrestricted access by the applicant.
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
10. Cash value of life insurance policies.
11. Assets disposed of for less than fair market value during two years preceding certification or recertification.

E. ASSETS DO NOT INCLUDE

Necessary personal property, except personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.

1. Interest in Indian Trust lands.
2. Assets that are part of an active business or farming operation. NOTE: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant's main occupation.
3. Assets which are not accessible to the family and which provide no income to the family.
4. Vehicles especially equipped for the handicapped.
5. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

F. INCOME INCLUSIONS - The following are used to determine the annual income (gross income) of an applicant's household for purposes of eligibility:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income for operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net

income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (B)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook saving rate, as determined by HUD.
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment or prospective monthly amounts for the delayed start of a periodic amount (except Supplemental Security Income (SSI) or Social Security).
5. Payments in lieu of earnings, such as unemployment, workers compensation and severance pay (but see paragraph (3) under Income Exclusions).
6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designed for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from an application of the percentage.
7. Periodic and determinable allowance, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
8. All regular pay, special pay and allowances of a member of the Armed Forces.

G. INCOME EXCLUSIONS - The following are excluded from a household's income for purposes of determining eligibility:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (C)(5) above);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received:
 - a. Under training programs funded by HUD;
 - b. By a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. By a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care etc.) which are made solely to allow participation in a specific program;
 - d. From incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded must be received under employment training programs with clearly defined goal and objectives, and are excluded on for the period during which the family member participates in the employment training program.
9. Temporary, nonrecurring or sporadic income (including gifts);
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. For public housing only, the earnings and benefits to any family member resulting from the participation in a program provided employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act, or any comparable federal, state, or local law during the exclusion period.
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment or in prospective monthly amounts.
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on a dwelling unit.
16. Amounts paid by a state agency to a family with a developmentally disabled family members living at home to offset the cost of services and equipment needed to keep the developmentally disabled family members at home; or
17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply.
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;

- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents, Program, youthful offenders incarceration alternatives, senior companions);
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a))
- d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);
- e. Payments or allowances made under the department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
- h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commissioner or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117);
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payment received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f));
- k. Any earned income tax credit to the extent it exceeds income tax liability;
- l. Payments received after Jan. 1, 1989, from the Agent Orange Settlement Fund or any other funds established pursuant to the settlement in the In Re Agent Orange product liability litigation MDL No. 381 (E.D.N.Y.);
- m. The value of any child care provided or arranged (or any amount received as payment for such care of reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Payments received under the Maine Indian Claims Settlement Act of 1980.

H. TIMING OF INCOME CERTIFICATIONS

All households receiving assistance from the Kingsport Alliance for Housing Revitalization must be income eligible. Income certification must be completed before assistance begins. A preliminary determination of eligibility may be made much earlier in the process.

1. Income verification must be dated no earlier than six months prior to eligibility.
2. The City of Kingsport Community Development Staff calculates the annual income of the household by projecting the prevailing rate of income of the family at the time the CD Staff determines that the family is income eligible. The CD Staff are not required to reexamine the family's income at the time the assistance is provided, unless more than six months has elapsed since the CD Staff determined that the family qualified as income eligible.

I. INCOME VERIFICATION

The Community Development Staff will verify and retain documentation of all information collected to determine a household's income. Under the Section 8 Program, there are three forms of verification which are acceptable: third-party, review of documents, and applicant certification.

1. **THIRD-PARTY VERIFICATION** - Under this form of verification, a third party (e.g., employer, Social Security Administration, or public assistance agency) is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of the call. a. To conduct third party verifications, the CD Staff will obtain a written release from the household that authorized the third party to release required information.
2. **REVIEW OF DOCUMENTS** - Documents provided by the applicant (such as pay stubs, IRS returns, etc.) may be most appropriate for certain types of income and can be used as an alternative to third-party verifications. Copies of documents should be retained in project files.
3. **APPLICANT CERTIFICATION** - When no other form of verification is possible, a certification by the applicant may be used. For example, it may be necessary to use an applicant certification for an applicant whose income comes from "odd jobs" paid for in cash.

In some cases, the Community Development Staff may supplement applicant certification by reviewing the applicant's income tax return from the previous year to determine if the current year's income is consistent with activity for the previous year.

J. CALCULATION METHODOLOGIES

1. Applicants must report how their pay is calculated - hourly, weekly, bimonthly (24 pay periods a year), every two weeks (26 pay periods a year), monthly or other – and how much they are paid for that period. This information will be used to calculate annual gross income.
2. Applicants must indicate whether overtime is sporadic or a predictable component of an applicant's income.
3. Annual salaries are counted as Annual Income regardless of the payment method. For instance a teacher receives an annual salary whether paid on a 9 or 12- month period.

K. DETERMINING WHOSE INCOME TO COUNT

Under the Section 8 definition of income, the following income is not counted:

1. **INCOME OF LIVE-IN AIDES** - If a household includes a paid live-in aide (whether paid by the family or social service program), the income of the live-in aide, regardless of its source, is not counted. (Except under unusual circumstances, a related person can never be considered a live-in aide).
2. **INCOME ATTRIBUTABLE TO THE CARE OF FOSTER CHILDREN** - Foster children are not counted as family members when determining family size to compare with the Income Limits. Thus, the income a household receives for the care of foster children is not included; and

3. **EARNED INCOME OF MINORS** - Earned income of minors (age 17 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, AFDC payments, and other benefits paid on behalf of a minor) is counted.
4. **TEMPORARILY ABSENT FAMILY MEMBERS** - The income of temporarily absent family members is counted in Annual Income - regardless of the amount the absent family member contributes to the household. For example, a construction worker earns \$600/week at a temporary job on the other side of the State. He keeps \$200/week for expenses and send \$400/week home to his family. The entire \$600/week is counted in the family's income.
5. **ADULT STUDENTS LIVING AWAY FROM HOME** - If the adult student is counted as a member of the household in determining the Income Limit used for eligibility of the family, the student's income must be counted in the family's income.
6. **PERMANENTLY ABSENT FAMILY MEMBER** - If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of the household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.

APPENDIX C – Program Income Limits

To receive funding from the Kingsport Area Home Program, the household's annual gross income may not exceed 80 percent of the median income in the Kingsport-Bristol-Bristol, TN-VA MSA.

These numbers are determined by HUD and are subject to change. A link to current income limits is provided on the City website's Community Development Department home page:

<https://www.kingsporttn.gov/city-services/community-development/>



AGENDA ACTION FORM

Apply for and Receive American Dream Literacy Initiative Grant

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

ml

Action Form No.: AF-33-2021
Work Session: January 19, 2021
First Reading: N/A

Final Adoption: January 19, 2021
Staff Work By: Chris Markley
Presentation By: Michael Borders

Recommendation:

Approve the Resolution.

Executive Summary:

The American Dream Initiative by Dollar General will provide \$5000 for the Library, in partnership with the Literacy Council, to support and enhance literacy programs. The grant funds will be used to provide devices to provide access to literacy programs virtually. The funds will also be used to begin a collection of high interest, low reading level books for the Library to be used by the Community to improve literacy.

No Matching Funds are required.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE AN AMERICAN DREAM LITERACY INITIATIVE GRANT
FROM DOLLAR GENERAL FOR THE KINGSPORT PUBLIC
LIBRARY

WHEREAS, the city, through the Kingsport Public Library, would like to apply for a American Dream Literacy Initiative grant from Dollar General, which will provide funds to provide devices to provide access to literacy programs virtually and begin a collection of high interest, low reading level books for the Library to be used by the community to improve literacy; and

WHEREAS, the maximum amount of the grant award is \$5,000.00, and does not require a match;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive an American Dream Literacy Initiative grant from Dollar General in the amount of \$5,000.00 for the Kingsport Public Library and requires no local match.

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

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Kingsport City Schools to Renew the Opt-In Agreement with Metro Nashville Public Schools Contract #2-225071-08 and Education Networks of America, Inc. (ENA) for Internet Access and Related Services for 5 Year Term

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

Action Form No.: AF-30-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools is requesting approval to renew the Opt-in Agreement with Metro Nashville Public Schools Contract (2-225071-08) and Education Networks of America, Inc. (ENA) for Internet Access and Related Services.

Education Network America (ENA) is currently offering to upgrade bandwidth for existing customers that are willing to commit to renewing their Internet Access and Related Services Agreement with ENA through June 30, 2024, with the intent of extending the contract two additional years if Metro Nashville Public Schools extends the contract term through 2026. The internet service upgrade will not increase the annual cost for services.

On January 12, 2021 the Board of Education approved the recommendation to renew the Opt-In agreement with Metro Nashville and ENA for a 5-year term. It is now our recommendation that the Board of Mayor and Aldermen approve the resolution for Kingsport City Schools to renew the Opt-In Agreement with Metro Nashville Public Schools and ENA for the 5-year renewal term.

Attachments:

1. Resolution
2. Contract
3. Recommendation

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

Purchase of Internet Access and Related Services

This Agreement Regarding Purchase Orders for Goods and Services (the "Agreement") under the "Contract between Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education and Education Networks of America, Inc. for the Purchase of Goods and Services," Contract Number 2-225071-08 (the "MNPS Contract") is initiated on **January 19, 2021,** between **City of Kingsport for its Kingsport City Schools**, hereinafter referred to as "Tennessee School System" and ENA Services, LLC, Nashville, Tennessee, hereinafter referred to as "ENA."

The Tennessee School System agrees to exercise its voluntary option to extend the term to June 30, 2024, under section 4 of the MNPS Contract. Further, Tennessee School System intends to exercise its voluntary option to extend through 2026 if MNPS so extends.

Tennessee School System agrees for the term of this Agreement as follows:

Tennessee School System shall purchase from ENA, pursuant to the cooperative purchasing provisions of Tennessee law including without limitation T.C.A. 12-3-1203(c)(1), such goods and services as have been made available under the competitively bid MNPS Contract;

When Tennessee School System issues, pursuant to the terms and conditions of the MNPS Contract, purchase orders to ENA for such goods and services, Tennessee School System shall request a budget and funding for the goods and services requested by such purchase orders; and,

ENA shall be paid for the goods and services in accordance with the terms of the purchase order as accepted by ENA.

Consistent with the terms of the MNPS Contract, ENA agrees to provide internet access and related services pursuant to this Agreement and the MNPS Contract in reliance upon the representations of Tennessee School System that such purchase orders properly comply with applicable state law and the representations made in this Agreement.

AGREED TO:

Tennessee School System: _____

Signature of Authorized Person _____

Printed Name and Title of Authorized Person _____

Date Signed _____

For **ENA:**

Signature of Authorized Person _____

Printed Name and Title of Authorized Person _____

Date Signed _____

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF AN OPT-IN AGREEMENT WITH METRO NASHVILLE PUBLIC SCHOOLS CONTRACT#2-225071-08 AND EDUCATION NETWORKS OF AMERICA, INC. FOR INTERNET ACCESS AND RELATED SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

WHEREAS, the Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education has a contract with Education Networks of America, Inc. (ENA) for ENA Internet Access and Related Services; and

WHEREAS, in April, 2016 the city approved the resolution to renew the agreement for Kingsport City Schools to opted-in to the agreement with Metro Nashville Public Schools Contract and Education Networks of America, Inc. (ENA) for ENA Internet Access and Related Services for a 3 year term; and

WHEREAS, ENA is now offering upgraded services at no additional charge to its customers willing to sign the renewal agreement to opt-in to the agreement with Metro Nashville Public Schools Contract (2-225071-08) and Education Networks of America, Inc. opt-in agreement; and

WHEREAS, pursuant to T.C.A. §12-3-1203, Kingsport City Schools would like to opt-in to that agreement with Metro Nashville Public Schools Contract and Education Networks of America, Inc. (ENA) for ENA Internet Access and Related Services; and

WHEREAS, funding for this agreement is available in schools budget, account number 141-7250-785.03-50.

Now therefore,

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

SECTION I. That the five year renewal of the Opt-In Agreement to Metro Nashville Public Schools Contract Number 2-225071-08 ENA Internet Access and Related Services is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Schedule of Services to Opt-In Agreement with Metro Nashville Public Schools Contract Number 2-225071-08 ENA Internet Access and Related Services, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 19th day of January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ENA Internet Service Upgrade Price Comparison
for Kingsport City Schools 2021-2026

Customer	Site Name	Current Service	Current Price	after 80% E-Rate discount	2021-2026 Service	2021-2026 Price	after 80% E-Rate discount
Kingsport City	Cora Cox Academy	1Gig WAN	\$ 1,505.00	\$ 301.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Dobyns Bennett (Kingsport City LEA)	2Gig WAN agg	\$ 2,400.00	\$ 480.00	7.5gb burst 10gb	\$ 2,750.00	\$ 550.00
Kingsport City	Jackson Elementary	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Jefferson Elementary	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	John Adams Elementary School	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Johnson Elementary	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Kennedy Elementary	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Kingsport City School District Bldg LEA	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Kingsport City Schools Transportation	100mb WAN	\$ 1,255.00	\$ 251.00	100mb	\$ 505.00	\$ 101.00
Kingsport City	Lincoln Elementary	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Robinson Middle School	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Sevier Middle School	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Theodore Roosevelt Elem School	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Washington Elementary	2Gig WAN	\$ 2,405.00	\$ 481.00	5gb	\$ 2,405.00	\$ 481.00
Kingsport City	Dobyns Bennett (Kingsport City LEA)	5gb burst 6gb Egress	\$ 11,005.00	\$ 2,201.00	8gb	\$ 10,505.00	\$ 2,101.00
			\$ 42,620.00	\$ 8,524.00		\$ 42,620.00	\$ 8,524.00

**Does not include ineligible, such as filtering, advanced firewall, VPN, NetDefender, pre-K, or any other ineligible services

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, Chief Finance Officer
Tony Robinson, Chief Technology Officer

DATE: January 19, 2021

SUBJECT: ENA Service LLC, 5 year MSA Opt-In Agreement Renewal for
Internet Access and Related Services

Effective July 1, 2016, KCS executed an Opt-In Agreement with ENA Services LLC. in conjunction with Metro Nashville Public Schools Contract 2-225071-08 for Internet Access and Related Services. The term of the agreement was for 5 year term.

ENA Services is currently offering an upgrade to service bandwidth to districts willing to renew their service for another five-year term with the MSA opt in agreement. The ENA offer for upgraded services is at no additional cost.

It is recommended that the Board of Mayor and Aldermen approve the resolution to renew the Opt-In Agreement with ENA Services for the five-year term to take advantage of the upgraded Internet Services offer.



AGENDA ACTION FORM

Transfer Property Located at Revere Street and Market Street to the Industrial Development Board of Kingsport

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

Action Form No.: AF-34-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: John Rose
 Presentation By: John Rose

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport acquired two pieces of property located at the intersection of Revere Street and West Market Street from the Ward Family (Tax Map 46I Group G Parcels 11.01 and 11.02). This property, acquired in 2012, was part of the Wards Feed Store site and has been used as overflow parking for the Academic Village since that time. The two lots total approximately 0.36 acres in size (0.18 acres each).

The Industrial Development Board of Kingsport currently owns the adjacent property that is at the corner of Clinchfield Street and West Market Street. The Industrial Development Board has received inquiries into the potential sale and development of their property on Clinchfield Street. Staff has reviewed these two pieces of property for any potential for development and recognize that each lot is only 50-feet wide making new development highly unlikely. It is recommended to transfer both parcels to the Industrial Development Board of Kingsport to further facilitate the development of the Clinchfield Street site.

Attachments:

1. Resolution
2. Map

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Ottermann	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING DONATION OF REAL PROPERTY COMMONLY KNOWN AS FORMER WARDS FEED STORE PROPERTY LOCATED ON THE CORNER OF WEST MARKET STREET AND RAVINE STREET TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD SUBJECT TO CERTAIN CONDITIONS AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD

WHEREAS, pursuant to T.C.A. section 7-53-310 the city is authorized to make donations of real property by resolution to the Kingsport Economic Development Board; and

WHEREAS, in 2012, the city acquired two pieces of property located at the intersection of Revere Street and West Market Street from the Ward Family (Tax Map 46I Group G Parcels 11.01 and 11.02), which has been used as overflow parking for the Academic Village since that time; and

WHEREAS, the two lots total approximately 0.36 acres in size (0.18 acres each); and

WHEREAS, the Industrial Development Board of Kingsport (KEDB) currently owns the adjacent property that is at the corner of Clinchfield Street and West Market Street, and has received inquiries into the potential sale and development of their property on Clinchfield Street; and

WHEREAS, staff has reviewed these two pieces of property for any potential for development and recognize that each lot is only 50-feet wide making new development highly unlikely and is recommending to transfer both parcels to the Industrial Development Board of Kingsport to further facilitate the development of the Clinchfield Street site.

WHEREAS, the board finds that the donation is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city.

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above, hereby donates to the Kingsport Economic Development Board, officially called the Industrial Development Board of the City of Kingsport, Tennessee, the two pieces of real property the city owns located at the intersection of Revere Street and West Market Street conveyed to the city by the Ward Family (Tax Map 46I Group G Parcels 11.01 and 11.02), located within the City of Kingsport, Sullivan County, Tennessee.

SECTION II. That the real property described above may be conveyed to the Kingsport Economic Development Board only upon the approval by the board of mayor and aldermen of an agreement with the Kingsport Economic Development Board pertaining to the use of the property and execution of the same.

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, an appropriate deed and all other documents necessary and proper to convey the real property described in Section I hereinabove to the Kingsport Economic Development Board, subject to the conditions and terms herein set out.

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

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

W. Market Street & Revere Street Property



1/12/2021, 4:29:40 PM

Kpt 911 Address

Washington County Parcels

Lake_Pond

Parcel_Conflict

Parcels

Railroad_ROW

River

Street_ROW





AGENDA ACTION FORM

Apply for and Receive the Tennessee Agriculture Enhancement Program Grant

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

Action Form No.: AF-37-2021
Work Session: January 19, 2021
First Reading: N/A

Final Adoption: January 19, 2021
Staff Work By: Kristie Leonard
Presentation By: M. Borders/K. Leonard

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Department of Agriculture makes enhancement grants available to local Farmers Markets to help with their marketing needs. This Promotion and Retail Grant will assist with marketing efforts for the Kingsport Farmers Market during fiscal year 2021. The total grant amount is \$1,000.

There are no matching funds for this grant.

Attachments:

1. Resolution
2. Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE AGRICULTURE ENHANCEMENT PROGRAM GRANT FROM THE TENNESSEE DEPARTMENT OF AGRICULTURE FOR THE FARMERS MARKET

WHEREAS, the city, through the Kingsport Farmers Market, would like to apply for a Tennessee Agriculture Enhancement Program Grant through the Tennessee Department of Agriculture , which will assist with marketing efforts for the Kingsport Farmers Market during fiscal year 2021; and

WHEREAS, the maximum amount of the grant award is \$1,000.00, and there is no match required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Tennessee Agriculture Enhancement Program Grant through the Tennessee Department of Agriculture in the amount of \$1,000.00 and requires no match.

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

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

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

ADOPTED this the 19th day January, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AG GROWTH INITIATIVE - FARMERS MARKETS

Funded by TAEP

AGREEMENT & PAYMENT REQUEST

ID		PARTICIPANT (ORGANIZATION/FARMERS MARKET)			
DGA		NAME - ADD DBA IF APPLICABLE	Kingsport Farmers Market		
INVOICE #					
DEPT CODE					
PROGRAM CODE		ADDRESS	308 Clinchfield Street Kingsport, TN 37660		
ACCOUNT CODE					
COUNTY CODE					
LOCATION CODE		PHONE	423-224-2821	EMAIL	KristieLeonard@KingsportTN.gov
ADDRESS CODE		CONTACT/REPRESENTATIVE			
		NAME	Kristie Leonard		
		PHONE	423-224-2821	EMAIL	KristieLeonard@KingsportTN.gov

☒ Farmers Market listing on PickTnProducts.org is correct.

☐ Farmers Market listing on PickTnProducts.org is not correct. Corrections are attached.

AGREEMENT PERIOD: NOVEMBER 1, 2020 -- JANUARY 31, 2021

The maximum amount which can be authorized to reimburse costs associated with promoting, marketing, and improving farmers markets, when approved by the Tennessee Department of Agriculture:

\$1,000.00

INSTRUCTIONS: Review Terms & Conditions on reverse, then sign and date in the shaded box to the right, print name and title below signature. ATTACH ALL INVOICES AND RECEIPTS.

PARTICIPANT ACCEPTANCE SIGNATURE

Sign

Date

Name

Title

DO NOT WRITE BELOW THIS LINE

STATE AUTHORIZATION SIGNATURE AND DATE

SERVICE DATE

AMOUNT APPROVED

IMPORTANT: SEE TERMS & CONDITIONS ON REVERSE

Submit form and attachments to: Rachel L Sullivan, TN Department of Agriculture, PO Box 40627, Nashville TN 37204 OR rachel.l.sullivan@tn.gov



AGENDA ACTION FORM

Amend Lease Agreements with Two Not-For Profit Entities Altering the Leased Premises

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

Action Form No.: AF-32-2021
 Work Session: January 19, 2021
 First Reading: N/A

Final Adoption: January 19, 2021
 Staff Work By: Leonard/Rowlett
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The city currently leases space in the V.O. Dobbins, Sr. Complex to 9 not-for profit entities. One of those entities, Mountain Region Speech and Hearing, Inc., is in need of additional space to facilitate it's needs. Another of the entities, Sons and Daughters of Douglas, Inc., wishes to relocate to a recently vacated space which will better suit its needs.

Space is available in the V.O. Dobbins, Sr. Complex to accommodate each tenant. These changes will benefit the city by maximizing the use of the available space.

The resolution amends section 1. of each tenant's lease to reflect the space each tenant will occupy. All other terms and conditions of the original leases and Amendment 1 thereto will remain in full force and effect.

Attachments:

1. Resolution
2. Floor Plan – Mountain Region Speech and Hearing, Inc.
3. Floor Plan – Sons and Daughters of Douglas, Inc.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS TO LEASES BETWEEN THE CITY OF KINGSPORT AND TWO NOT-FOR PROFIT ENTITIES CURRENTLY LEASING SPACE AT THE V.O. DOBBINS SENIOR CENTER ALTERING THE LEASED PREMISES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the city has leases with nine not-for profit entities for space in the V. O. Dobbins, Sr. Complex; and

WHEREAS, Mountain Region Speech and Hearing, Inc. desires to lease additional space to facilitate its needs; and

WHEREAS, Sons and Daughters of Douglas, Inc. would like to relocate to a recently vacated space, which will better suit its needs; and

WHEREAS, except as amended, all other terms and conditions of the leases shall remain in full force and effect; and

WHEREAS, the amendment to the lease will be effective upon execution by the parties.

Now therefore,

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

SECTION I. That Amendment Number 2 to the leases with Mountain Region Speech and Hearing, Inc. and Sons and Daughters of Douglas, Inc. that alters the leased premises for each entity 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, Chapter 10 of the Charter of the City of Kingsport, Amendment Number 2 to the leases with Mountain Region Speech and Hearing, Inc., 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 generally being as follows:

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee and Mountain Region Speech and Hearing Center, Inc., is made with an effective date of February 1, 2021, by the City of Kingsport, Tennessee and Mountain Region Speech and Hearing Center, Inc.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 1. of the Lease is amended by deleting the existing language and substituting in its place the following: "Landlord hereby leases to Tenant, and Tenant hereby rents from landlord premises containing approximately 5,977 square feet, (hereinafter called "Leased Premises"), as shown as suites 101 and 102 and highlighted on the floor plan

attached hereto as Exhibit "A", located in the office building known as V. O. Dobbins Non-profit Wing (hereinafter called "Office Building") which is situated on that certain parcel of land (hereinafter called "Office Building Area") more particularly described in Exhibit "B" attached hereto. The following covenants are a part of this Lease and shall be applicable at all times throughout the term of this Lease, any extensions or renewals thereof and as otherwise set forth herein."

Except as amended hereby, all other terms and conditions of the Lease and Amendment 1 thereto shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of February 1, 2021.

[Acknowledgments Deleted for Inclusion in this Resolution]

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, Chapter 10 of the Charter of the City of Kingsport, Amendment Number 2 to the lease with Sons and Daughters of Douglas, Inc. 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 generally being as follows:

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee and the Sons and Daughters of Douglass, Inc. is made with an effective date of February 1, 2021, by the City of Kingsport, Tennessee and Sons and Daughters of Douglass, Inc.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 1. of the Lease is amended by deleting the existing language and substituting in its place the following: "Landlord hereby leases to Tenant, and Tenant hereby rents from landlord premises containing approximately 263 square feet, (hereinafter called "Leased Premises"), as shown as suite 304-B and Storage-1 and highlighted on the floor plan attached hereto as Exhibit "A", located in the office building known as V. O. Dobbins Non-profit Wing (hereinafter called "Office Building") which is situated on that certain parcel of land (hereinafter called "Office Building Area") more particularly described in Exhibit "B" attached hereto. The following covenants are a part of this Lease and shall be applicable at all times throughout the term of this Lease, any extensions or renewals thereof and as otherwise set forth herein."

Except as amended hereby, all other terms and conditions of the Lease and Amendment 1 thereto shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of February 1, 2021.

[Acknowledgments Deleted for Inclusion in this Resolution]

Section IV. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 V. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 19th day of January, 2021.

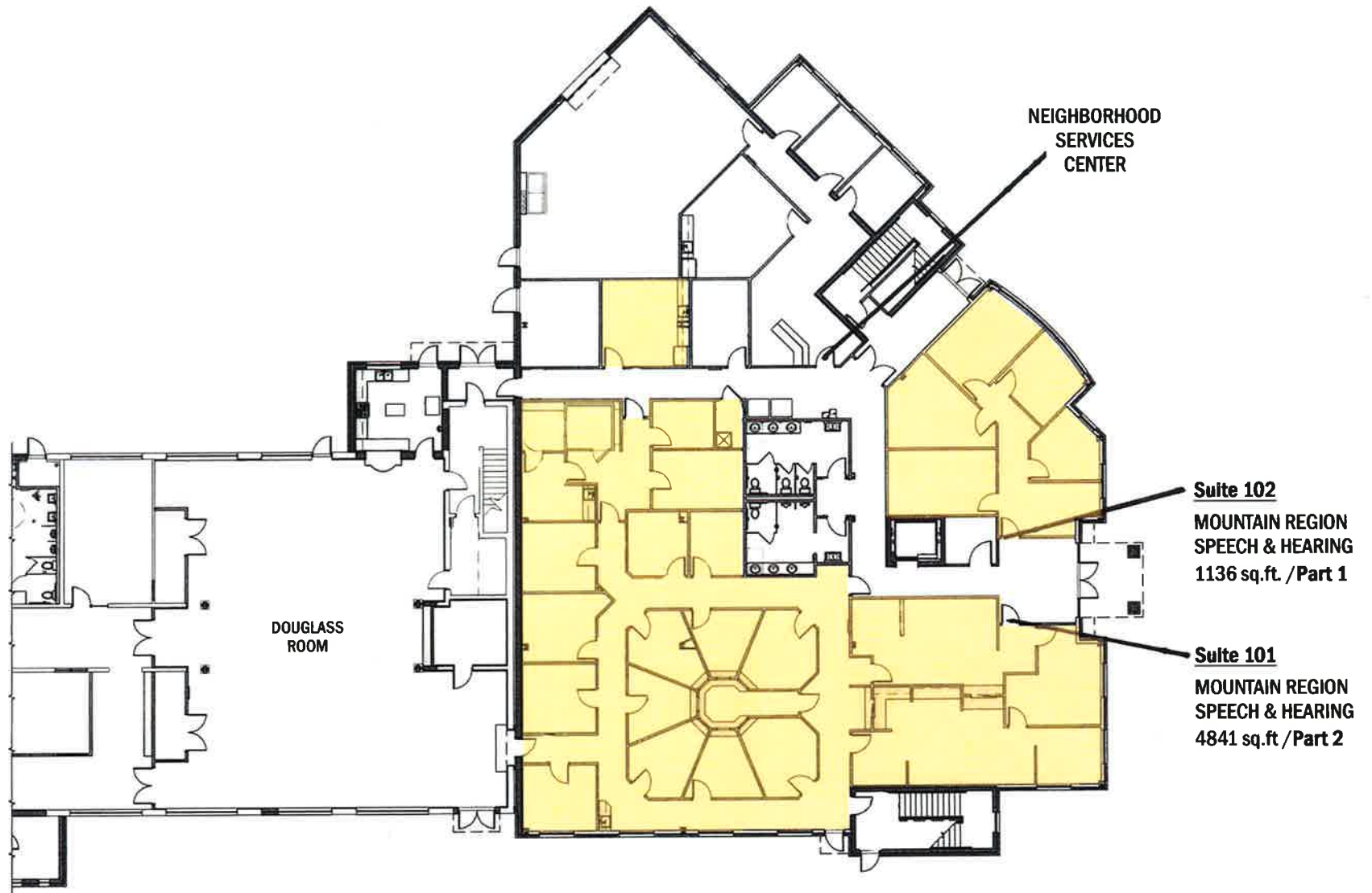
PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

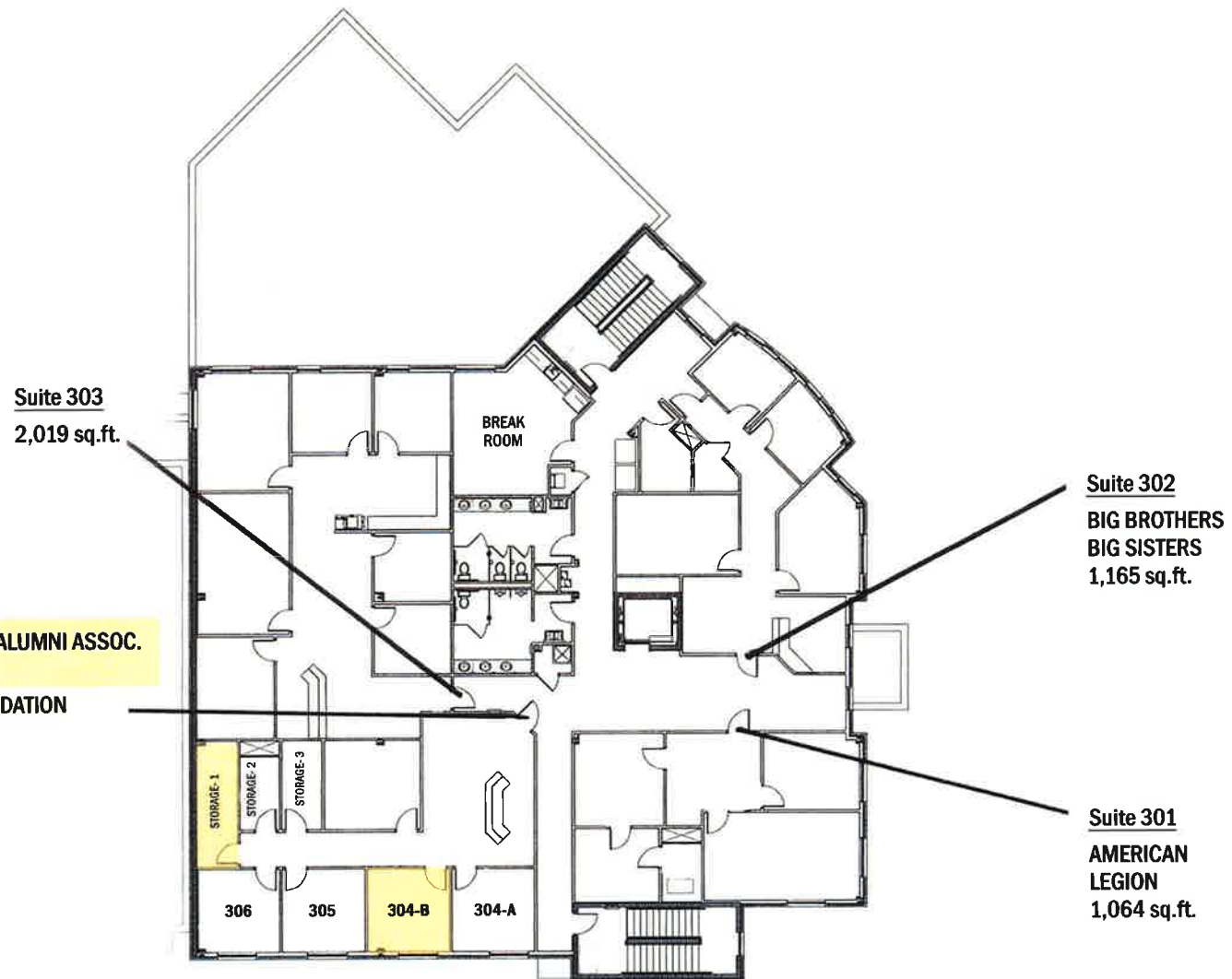
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



FIRST FLOOR PLAN

SCALE: N.T.S.



THIRD FLOOR PLAN

SCALE: N.T.S.