



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

Monday, March 1, 2021, 4:30 p.m.

Kingsport Chamber of Commerce, 400 Clinchfield St., Eastman Board 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
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

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

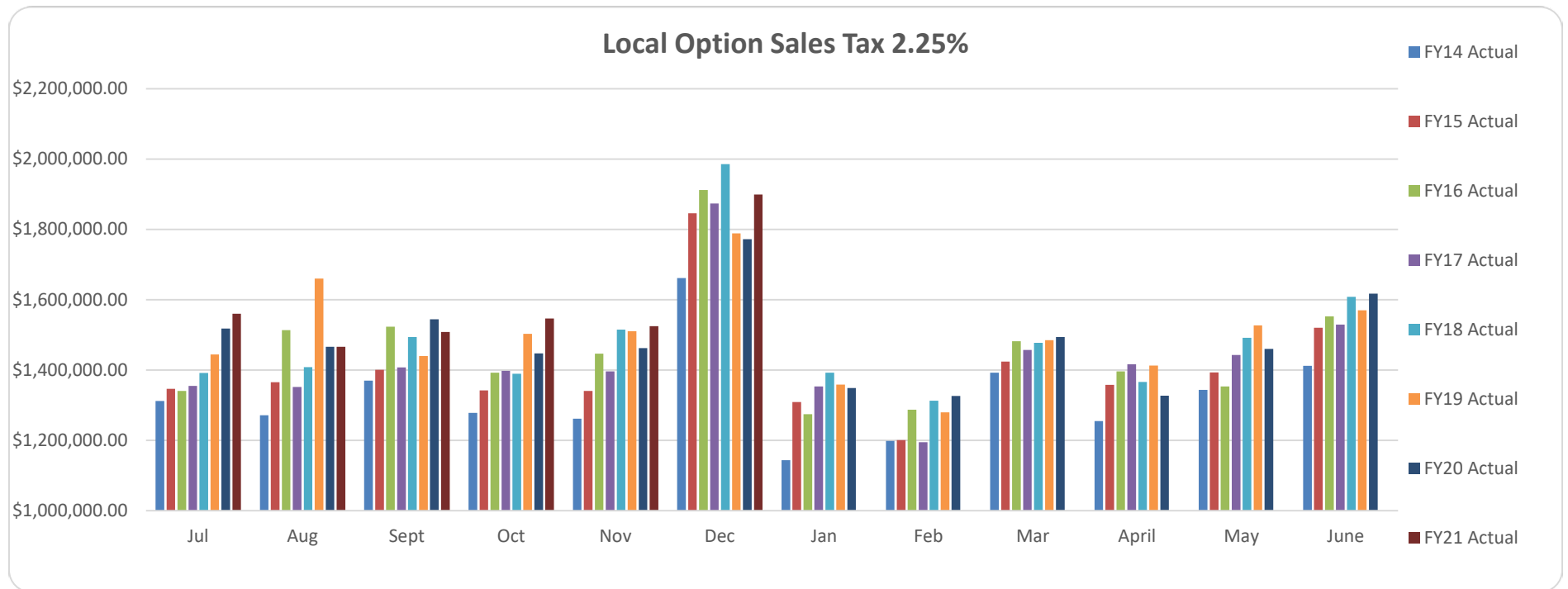
1. Call to Order
2. Roll Call
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus.
4. Review of Items on March 2, 2021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

Next Work Session March 15

Local Option Sales Tax 2.25%

December 2020

| | FY14 Actual | 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 |
|--------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-----------------------|------------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|
| Jul | \$1,312,286.16 | \$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% | \$42,323 | 2.79% |
| Aug | \$1,271,614.00 | \$1,365,262.00 | \$1,513,366.00 | \$1,351,703.00 | \$1,408,119.00 | \$1,660,189.01 | \$1,466,245.00 | \$1,466,134.09 | \$1,369,800.00 | \$96,334.09 | 7.03% | (\$111) | -0.01% |
| Sept | \$1,369,878.23 | \$1,401,016.99 | \$1,523,474.00 | \$1,407,707.00 | \$1,493,952.13 | \$1,440,056.00 | \$1,544,461.94 | \$1,508,122.79 | \$1,330,000.00 | \$178,122.79 | 13.39% | (\$36,339) | -2.35% |
| Oct | \$1,278,026.87 | \$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% | \$99,491 | 6.88% |
| Nov | \$1,261,962.95 | \$1,340,457.40 | \$1,446,687.00 | \$1,396,643.00 | \$1,515,210.00 | \$1,510,894.40 | \$1,462,498.00 | \$1,524,485.85 | \$1,397,600.00 | \$126,885.85 | 9.08% | \$61,988 | 4.24% |
| Dec | \$1,661,378.00 | \$1,845,794.00 | \$1,911,650.00 | \$1,873,531.00 | \$1,985,601.00 | \$1,788,766.43 | \$1,772,437.00 | \$1,898,886.33 | \$1,734,000.00 | \$164,886.33 | 9.51% | \$126,449 | 7.13% |
| Jan | \$1,143,684.96 | \$1,309,305.00 | \$1,274,292.00 | \$1,353,575.00 | \$1,392,917.00 | \$1,358,902.17 | \$1,348,872.00 | | \$1,272,000.00 | | | | |
| Feb | \$1,198,992.51 | \$1,201,182.00 | \$1,287,536.00 | \$1,194,890.00 | \$1,312,713.00 | \$1,280,154.07 | \$1,326,133.00 | | \$1,188,000.00 | | | | |
| Mar | \$1,392,759.00 | \$1,424,090.00 | \$1,481,645.00 | \$1,457,518.00 | \$1,477,699.00 | \$1,484,980.00 | \$1,493,996.00 | | \$1,372,000.00 | | | | |
| April | \$1,255,243.39 | \$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 | \$1,343,786.00 | \$1,393,582.00 | \$1,353,162.00 | \$1,442,889.68 | \$1,492,028.00 | \$1,527,469.00 | \$1,460,028.68 | | \$1,382,400.00 | | | | |
| June | \$1,411,977.00 | \$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 | \$15,901,589.07 | \$16,848,127.39 | \$17,474,902.41 | \$17,177,048.93 | \$17,834,085.40 | \$17,982,773.35 | \$17,784,091.34 | \$9,504,219.17 | \$16,500,000.00 | \$986,219.17 | 11.72% | \$293,800 | 3.11% |



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 | BMA Approved Additional Services contract with consultant for NEPA |
| \$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 | Factory witness testing for pumps competed week of 2/1/21. Continue concrete repair inside wetwell. Generator load test complete 2/15/21. |
| \$3,500,000.00 | Michael Thompson | Island Road Improvements from SR-126 to Kingsport City Limits | This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co | 4/30/2024 | Mattern & Craig still working to prepare NEPA document. |
| \$2,500,000.00 | Michael Thompson | 2021 Main Road Paving (MTPO Funded) | Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road | 12/31/2021 | Final NEPA document submitted to TDOT for approval. |
| \$2,300,000.00 | Ryan McReynolds | Justice Center Renovations | Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall. | 12/31/2021 | Architect is working on plans and having discussions with staff. |
| \$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 | Concrete sidewalks have been installed. |
| \$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 | Testing on Roller Street area under way. Line installed on W. Windsor Street. Line being installed on Patton 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 | Phase I Cultural Resources Survey Report submitted to TDOT for reviews 1/7/2021. SHPO review period is 30 days & NAC review period is 45 days. |
| \$746,785.00 | | 2021 Area 35B Paving | Paving portions of Fordtown Road, Tri-City Crossing, Cox Hollow, Snapps Ferry, and Kendrick Creek roads | 6/5/2021 | Working with Purchasing to get a contract in place. |
| \$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 near Pinebrook 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. |

| Estimated Cost | Project Owner | Project Name | Project Description | Completion Date | CurrentStatus |
|----------------|------------------|---|---|-----------------|---|
| \$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 | The majority of the clearing/grubbing/grading of the project is complete. Current concrete placement is occurring in front of the Kia dealership. |
| \$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 |
| | | Area 31 Contracted Paving | Milling and paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Harry Steadman Dr, Wallace Alley St, Millenium Dr, Hospitality Pl, Flagship Dr, Jericho Dr, Cracker Barrel Dr | 7/31/2021 | Advertise for bids on 2/14/21 and bid opening on 3/4/2021. |
| | | Area 31 Paving (in house) | Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd | | Work to be done by City crews beginning Spring 2021 |
| | Randy Salyer | Riverfront Park Pedestrian Swinging Bridge Improvements | Structural improvements to the swinging bridge at Riverfront Park. | 7/31/2021 | Spoden Wilson preparing contract documents. Review submittal expected during week of March 8th. |

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, March 2, 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
Lisa Winkle, Interim CFO/City Recorder
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Dale Phipps, Interim Police Chief
Scott Boyd, Fire Chief
Ken Weems, Planning Manager
John Morris, Budget Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Led by New Vision Youth

II.B. INVOCATION – Pastor Ed Clevinger, Grace Christian Church

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

1. Buxton Update – Cheyenne Robinson
2. TN Recreation and Parks Assoc. 2020 New Facility Award – Miracle Field (Kitty Frazier, Matthew Elkins) (Alderman Duncan)

IV.B. APPOINTMENTS

1. Appointments to the Gateway Review Commission (AF: 70-2021) (Mayor Shull)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – February 15, 2021
2. Strategic Planning Session – February 15, 2021
3. Business Meeting – February 16, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Vacate Portion of Road Right-Of-Way off N. Eastman Road (AF: 66-2021) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
2. Amendment Three to the 2019 Annual Action Plan for the Community Development Block Grant Program (AF: 67-2021) (Jessica McMurray)
 - Public Hearing
 - Resolution

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Amend the FY 2021 General Purpose School Fund Budget (AF: 73-2021) (David Frye)
 - Ordinance – First Reading
2. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 75-2021) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend City Code Section 98-405, Subsection (e) Pertaining to Penalties for Violations of Energy Absorption System, etc. for Vehicles (AF: 57-2021) (Dale Phipps)
 - Ordinance – Second Reading and Final Adoption
2. Amend City Code Section 98-407 Pertaining to Penalties for Violation for Use of Safety Belts (AF: 58-2021) (Dale Phipps)
 - Ordinance – Second Reading and Final Adoption

3. Amend the Current First Tennessee Agency on Aging Grant Due to Additional Corona Virus Funds and Appropriate the Funds (AF: 54-2021) (Shirley Buchanan)
 - Ordinance – Second Reading and Final Adoption
4. Enter into a Materials Agreement with LandStar, LLC, Related to the West Gate Phase 1 Development and an Ordinance to Appropriate the Funds (AF: 39-2021) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption
5. Enter into a Materials Agreement with LandStar, LLC, Related to the North Park Phase 1 Development and an Ordinance to Appropriate the Funds (AF: 40-2021) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Application and Contract with Virginia Department of Rail and Public Transportation for Federal Transit Administration Section 5303 Planning Funds (AF: 69-2021) (Lesley Phillips)
 - Resolution
2. Execute Various Merchant Services Applications With Elavon, Inc. for Processing Services Relating to the City's Acceptance of Credit and Debits Cards for the Payment of Various City Services on the New Kiosk to be Located at the New City Hall Drive Through (AF: 78-2021) (Lisa Winkle)
 - Resolution

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

VII. CONSENT AGENDA

1. Amendment Three to the ESS Southeast LLC. Substitute Staffing Services Contract Kingsport City Schools (AF: 72-2021) (David Frye, Jennifer Guthrie)
 - Resolution
2. Accept a Donation of SCBA Bottles (AF: 71-2021) (Scott Boyd)
 - Resolution
3. Approval of Easement and Right-of-Way (AF: 74-2021) (Ryan McReynolds)
 - Offer
4. Authorization to Reactivate Apple Developer Program Account (AF: 77-2021) (Ryan McReynolds)
 - 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

Appointments to the Gateway Review Commission

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

Action Form No.: AF-70-2021
 Work Session: March 1, 2021
 First Reading: N/A

Final Adoption: March 2, 2021
 Staff Work By: Elizabeth Rowe
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Terry Cox to his first full term and to appoint Christie Gott replacing Vivian Crymble on the Gateway Review Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five years with no term limits. The commission is comprised of (7) members – BMA Rep., Director of Planning, Private Business Rep., Educational Rep., Architect, and (2) at-large residents of Kingsport.

| Current Commission: | | | |
|---------------------|--------------|---------------------------|------------------|
| Member | Term Expires | No. of Terms | Eligibility |
| John Perdue | 3/31/24 | 2 | At-large |
| Terry Cox | 2/28/21 | Fulfilling unexpired term | Architect |
| Vivian Crymble | 2/28/21 | 5 | At-large |
| Josh Davis | 6/30/22 | 1 | Educ. Institute |
| Alderman Cooper | Term of Ofc. | N/A | BMA Rep. |
| Debra Bridwell | 6/30/22 | 3 | Private Business |

| Recommended Commission: | | | |
|-------------------------|--------------|--------------|------------------|
| Member | Term Expires | No. of Terms | Eligibility |
| John Perdue | 3/31/24 | 2 | At-large |
| Terry Cox | 2/28/26 | 1 | Architect |
| Christie Gott | 2/28/26 | 1 | At-large |
| Josh Davis | 6/30/22 | 1 | Educ. Institute |
| Alderman Cooper | Term of Ofc. | N/A | BMA Rep. |
| Debra Bridwell | 6/30/22 | 3 | Private Business |

Attachments:

1. Terry Cox Bio
2. Christie Gott Bio

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

Terry L Cox

(423) 732-2940

ttcntlc@outlook.com

Architectural Licenses:

State of Tennessee
Commonwealth of Virginia

100034
0401015953

Education:

| | |
|--|------|
| University of Tennessee, Knoxville, Bachelor of Architecture | 1983 |
| University of Tennessee, Chattanooga, Bachelor of Science | 1979 |
| Dobyns-Bennett High School, Kingsport, Tennessee, Graduate | 1974 |

Experience:

| | |
|--|--------------|
| Cox Concepts, Principal Architect | 2015-present |
| BurWil Construction, Architect | 2012-2015 |
| Barge, Waggoner, Sumner & Cannon, Designer/Architect | 1988-2011 |
| Arthur Rutenberg Homes, Designer | 1985-1988 |
| Florida Concepts, Designer | 1983-1985 |

Born in Kingsport, Tennessee 5/26/1956 to parents Fred and Betty Cox. Attended Kingsport City Schools and University of Tennessee. Started professional career in Clearwater, Florida in 1983, moved back to Kingsport in 1988. Married to Terri Taylor Cox, director of Holloway Dance School.

Local projects of interest include Kingsport Renaissance Center (renovation), Erwin City Hall, Erwin Library (historic renovation of existing train station), Unicoi County Memorial Hospital (addition of ER, Pulmonary and Surgery Suites), Tri-Cities Regional Airport (various additions and renovations), Freedom Hall (renovation) and Kingsport YMCA (addition/renovation).

Christie Gott
423-646-8990

Christie Gott has been a lifelong resident of Kingsport and a stay at home Mom for the last 19 years. She is married to Martin and has 2 daughters, Presli and Laci, ages 19 and 17. She is a graduate of Dobyys Bennett High School and the University of Tennessee, where she received her Bachelors in Marketing with a concentration in Logistics and Transportation. Along with her real estate license and managing rental properties here in Kingsport, Christie is President of Dobyys Bennett PTSA, former Women's Symphony Committee President and currently in the Leadership Kingsport 2021 class. She has been past president of Washington Elementary PTA, John Sevier PTA, Ridgefields Garden Club, Rotherwood Homeowners Association, and board member on Friends of Allandale and Junior League of Kingsport. In her free time she enjoys ballroom dancing, gardening, cooking and going to concerts with her girls.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, February 15, 2021, 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 James Phillips

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Dale Phipps, Interim Chief of Police

Scott Boyd, Fire Chief

George DeCroes, Human Resources Manager (via zoom)

John Morris, Budget Officer

Ken Weems, Planning Manager

Jessica Harmon, Assistant to City Manager

Hannah Purdy, Community Services Specialist

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall. Absent: Alderman Tommy Olterman.
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. **REVIEW OF AGENDA ITEMS ON THE FEBRUARY 16, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.B.3 Amend the Current First Tennessee Agency on Aging Grant Due to Additional Corona Virus Funds and Appropriate the Funds (AF: 54-2021). The City Manager pointed out the Senior Center was due to reopen March 1st and this grant would provided additional equipment to increase safety.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, February 15, 2021

VI.D.4 Bid Award for 2021 Contracted Paving Area 35B - Eastern Star to Summers-Taylor, Inc. (AF: 55-2021). Deputy City Manager McReynolds explained how paving projects are a combination of both in-house and contracted out, noting this one is contracted.

VI.D.7 Authorize the Industrial Development Board of the City of Kingsport, Tennessee, to Execute a Payment in Lieu of Tax (PILOT) Provision (AF: 65-2021). City Manager McCartt gave details on this item, providing information on the recent \$250 million investment by Eastman to reuse plastics through methanolysis. He discussed the details of the PILOT noting the city will not see a reduction in taxes for the ten year life span and there would be \$3.9 million in growth. Eastman will also donated five acres of property adjacent to Borden Park. Alderman Duncan thanked Eastman for this investment, noting they are global and could have gone anywhere. Alderman Phillips stated the positive way this was structured. Alderman Adler stated she would recuse herself from the discussion and the vote tomorrow.

VII.3 Execute an Information Sharing Agreement with BlueCross BlueShield of Tennessee Inc., Springbuk, Inc, CareHere LLC, Mark III and City of Kingsport (AF: 53-2021). The mayor asked Human Resources Manager DeCroes to provide an update on trends.

Mayor Shull commented on recent letters to the editor in the newspaper, stating he has asked staff to prepare a fact sheet for the BMA to better inform the public of activities the city is actually involved in and what they aren't.

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 4:55 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Strategic Planning Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, February 15, 2021, 5:00 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

Alderman Darrell Duncan

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Ryan McReynolds, Deputy City Manager

Michael Borders, Assistant City Manager

J. Michael Billingsley, City Attorney

Lisa Winkle, Treasurer/Interim City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

Dale Phipps, Interim Chief of Police

Scott Boyd, Fire Chief

John Morris, Budget Officer

Ken Weems, Planning Manager

John Rose, Economic Development Director

Jessica Harmon, Assistant to City Manager

Hannah Purdy, Community Services Specialist

1. **CALL TO ORDER:** 5:00 p.m. by Mayor Patrick W. Shull.

2. **DISCUSSION ITEMS:** City Manager McCartt explained the goal of this session and thanked the board for rescheduling after the first one was cancelled in January. He then turned the session over to those presenting information. There was interactive discussion on each of the following items.

REQUEST FOR PROPOSALS (BRICKYARD DEVELOPMENT) – John Rose

MOVE 2 KINGSPORT INITIATIVE/HOME SALE TRENDS – Jeff Fleming and Don Finley

MOVING FORWARD (PRIORITIES FROM 2020 SESSION) – John Rose

3. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 7:40 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, February 16, 2021, 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
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman James Phillips

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

I. CALL TO ORDER: 7:00 p.m., by Mayor Patrick W. Shull.

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: Ken Weems.

II.B. INVOCATION: Pastor Bart Fowler, Come As You Are Ministries.

III.A. ROLL CALL: Interim City Recorder Winkle. Absent: Alderman Tommy Olterman.

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. United Way of Greater Kingsport 2020 Campaign Chair - Brent Mullins (Mayor Shull).
2. Cardiovascular Professionals Week (Mayor Shull).

IV.B. APPOINTMENTS/REAPPOINTMENTS. None.

V. APPROVAL OF MINUTES.

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

- A. February 1, 2021 Regular Work Session
- B. February 2, 2021 Regular Business Meeting

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

VI. COMMUNITY INTEREST ITEMS.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, February 16, 2021**

A. PUBLIC HEARINGS. None.

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. Amend City Code Section 98-405, Subsection (e) Pertaining to Penalties for Violations of Energy Absorption System, Etc. for Vehicles (AF: 57-2021) (Dale Phipps).

Motion/Second: George/Duncan, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE VII, SECTION 405 REGARDING ENERGY ABSORPTION SYSTEM REQUIRED; ALTERATION OF ALTITUDE OF PASSENGER CAR; MODIFICATION OF FRONT END; MODIFICATION OF STEERING MECHANISM; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend City Code Section 98-407 Pertaining to Penalties for Violation for Use of Safety Belts (AF: 58-2021) (Dale Phipps).

Motion/Second: Phillips/Duncan, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE VII, SECTION 407 REGARDING PENALTIES FOR VIOLATION OF USE OF SAFETY BELTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Amend the Current First Tennessee Agency on Aging Grant Due to Additional Corona Virus Funds and Appropriate the Funds (AF: 54-2021) (Shirley Buchanan).

Motion/Second: Adler/George, to pass:

Resolution No. 2021-151, A RESOLUTION APPROVING AMENDMENT 2 TO THE GRANT AGREEMENT WITH THE FIRST TENNESSEE AGENCY ON AGING AND DISABILITY FOR ADDITIONAL CORONA VIRUS FUNDS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

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Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE TO AMEND GENERAL 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, Phillips and Shull voting "aye."

4. Enter into a Materials Agreement with LandStar, LLC, Related to the West Gate Phase 1 Development and an Ordinance to Appropriate the Funds (AF: 39-2021) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-152, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH LANDSTAR, LLC RELATED TO WEST GATE 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, 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 WEST GATE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2152 AND SW2152); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Enter into a Materials Agreement with LandStar, LLC, Related to the North Park Phase 1 Development and an Ordinance to Appropriate the Funds (AF: 40-2021) (Ryan McReynolds).

Motion/Second: Adler/George, to pass:

Resolution No. 2021-153, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH LANDSTAR, LLC RELATED TO NORTH PARK 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, Phillips and Shull voting "aye."

Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BY TRANSFERRING FUNDS TO THE NORTH PARK PHASE 1 MATERIALS AGREEMENT PROJECT (WA2153); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, February 16, 2021**

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

- 1. Budget Adjustment for Various Funds in FY21 (AF: 46-2021)**
(Chris McCartt).

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6917, AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

- 1. Bid Award for Landscape Maintenance Services (AF: 52-2021)**
(Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-154, A RESOLUTION AWARDDING THE BID FOR LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS LOCATIONS IN KINGSFORT TO BOEHM LANDSCAPE MANAGEMENT, INC.

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

- 2. Bid Award for Mowing of Various Locations (AF: 51-2021)** (Ryan McReynolds).

Motion/Second: Duncan/Adler, to pass:

Resolution No. 2021-155, A RESOLUTION AWARDDING THE BID FOR MOWING AND TRIMMING SERVICES TO YARD DOGS LAWN CARE & LANDSCAPING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

- 3. Bid Award for Purchase of Various Water and Sewer Maintenance Items (AF: 59-2021)** (Chris McCartt, Ryan McReynolds).

Motion/Second: Cooper/George, to pass:

Resolution No. 2021-156, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO CONSOLIDATED PIPE & SUPPLY, INC., FERGUSON ENTERPRISE, CORE & MAIN, INC., AND G&C SUPPLY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

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**4. Bid Award for 2021 Contracted Paving Area 35B - Eastern Star
to Summers-Taylor, Inc. (AF: 55-2021) (Ryan McReynolds).**

Motion/Second: George/Adler, to pass:

Resolution No. 2021-157, A RESOLUTION AWARDDING THE BID FOR THE 2021 CONTRACTED PAVING AREA 35B-EASTERN STAR AREA PROJECT TO SUMMERS-TAYLOR, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**5. Authorize the Purchase of Laptops from Dell, Inc. for Teachers
and Student Resource Officers in the Kingsport City School System (AF: 60-2021)
(David Frye, T. Robinson).**

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-158, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL, INC. FOR 200 DELL LATITUDE 5510 LAPTOPS FOR TEACHERS AND 4 DELL OPTIPLEX 3070 DEVICES FOR STUDENT RESOURCE OFFICERS AT KINGSPORT CITY SCHOOLS

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

**6. Agreement with Thyssenkrupp Elevator Corporation for
Elevator Maintenance Services for Kingsport City Schools Utilizing the National
Cooperative Purchasing Alliance (NCPA) Cooperative (AF: 61-2021)
(David Frye).**

Motion/Second: Cooper/Phillips, to pass:

Resolution No. 2021-159, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES WITH THYSSENKRUPP ELEVATOR CORPORATION FOR KINGSPORT CITY SCHOOLS THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE

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

**7. Authorize the Industrial Development Board of the City of
Kingsport, Tennessee, to Execute a Payment in Lieu of Tax (PILOT) Provision
(AF: 65-2021) (Chris McCartt).**

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-160, A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM EASTMAN CHEMICAL COMPANY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A CERTAIN PROJECT IN THE KINGSPORT, SULLIVAN COUNTY TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE INDUSTRIAL DEVELOPMENT BOARD'S

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 16, 2021

PUBLIC PURPOSES AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305; AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; AND TO FIX THE EFFECTIVE DATE THIS RESOLUTION

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

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

Motion/Second: George/Cooper, to adopt:

1. Lease Agreement with Eastman Chemical Company (AF: 56-2021) (Ryan McReynolds).

Resolution No. 2021-161, A RESOLUTION APPROVING A LEASE AGREEMENT WITH EASTMAN CHEMICAL COMPANY FOR PROPERTY LOCATED AT 1700 NORTH JOHN B. DENNIS HIGHWAY, 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, Phillips and Shull voting “aye.”

2. Approve Amendments to Master Documents for the Flexible Spending Account and Section 125 Cafeteria Plan (AF: 50-2021) (George DeCroes).

Resolution No. 2021-162, A RESOLUTION AMENDING THE CITY OF KINGSPORT MASTER DOCUMENT FOR THE SECTION 125 CAFETERIA PLAN AND AMENDING A CITY OF KINGSPORT MASTER DOCUMENT FOR THE CITY OF KINGSPORT FLEXIBLE SPENDING ACCOUNT FOR THE MEDICAL REIMBURSEMENT AND DEPENDENT CARE REIMBURSEMENT AND AUTHORIZING THE MAYOR TO EXECUTE BOTH DOCUMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADOPTION

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

3. Execute an Information Sharing Agreement with BlueCross BlueShield of Tennessee Inc., Springbuk, Inc, CareHere LLC, Mark III and City of Kingsport (AF: 53-2021) (George DeCroes).

Resolution No. 2021-163, A RESOLUTION APPROVING AN INFORMATION SHARING AGREEMENT WITH BLUECROSS BLUESHIELD OF TENNESSEE, INC., SPRINGBUK, INC., CAREHERE, LLC., AND MARK III, 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, Phillips and Shull voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, February 16, 2021**

4. Reject Bids for the Purchase of Commercial Finishing Mowers
(AF: 63-2021) (Ryan McReynolds).

Resolution No. 2021-164, A RESOLUTION REJECTING ALL BIDS RELATED TO THE PURCHASE OF COMMERCIAL FINISHING MOWERS

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

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt commented on the Strategic Planning Session held after the work session yesterday, noting the emphasis on Economic Development.

B. MAYOR AND BOARD MEMBERS. Alderman Phillips stated it was a good presentation yesterday, noting his main takeaway was where we were a year ago and the steps taken in the right direction on many fronts. He also commented on the RFPs for Brickyard and Main Street, noting he was excited for the potential for opportunities that haven't been available in a while. Alderman Cooper commented that last year the strategic planning session seemed overwhelming, but after last night's presentations it is encouraging. She commented on the positive momentum of Kingsport in spite of COVID. Alderman Adler pointed out it was time for Girl Scout cookies. She also mentioned a blood drive would be held at the Chamber on Friday for Kingsport leadership programs. Alderman Duncan commented hats off to the city manager and staff for the exciting strategic plan presented yesterday. He also congratulated the eleven restaurants who received grants from the DKA for outside improvements. Lastly he pointed out Shenanigans would be opening this weekend at Lamplight Theatre. Vice-Mayor George stated it was always a good day to give blood and encouraged citizens to donate. She commented on the great presentation yesterday and pointed out this was the 50th year for Bays Mountain. Mayor Shull thanked Chad Austin for taking over the United Way drive and wished Alderman Olterman a speedy recovery. He also commented on the strategic plan, noting the BMA's job was not just to approve the tax rate and budget, but to look out for the future. He stated his appreciation to staff to keep Kingsport moving in the right direction. Lastly, he recognized his daughter for her upcoming promotion to 2nd Lieutenant this Friday.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:02 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Vacate Portion of Road Right-Of-Way off N. Eastman Road

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

Action Form No.: AF-66-2021
 Work Session: March 1, 2021
 First Reading: March 2, 2021

Final Adoption: March 16, 2021
 Staff Work By: Savannah Garland
 Presentation By: Ken Weems

Recommendation:

- Hold Public Hearing
- Approve ordinance vacating excess right-of way off 1777 N. Eastman Road

Executive Summary:

This is a request, from the owner of 1777 N. Eastman Road, to vacate a strip of excess right-of-way in the front of their property. The right-of-way proposed to be vacated is approximately 0.067 acres in size. City departments as well as local utility providers have reviewed the request. City staff sees no future use for this right-of-way. The vacated right-of-way will be incorporated into the site design for a new insurance office to be constructed at 1777 N. Eastman Rd. During their February 2021 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on February 10th, 2021.

Attachments:

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

| | <u>Y</u> | <u>N</u> | <u>O</u> |
|----------|----------|----------|----------|
| 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 Tuesday, March 2nd, 2021, to consider the vacating of right-of-way located off N. Eastman Road. 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 vacating is generally described as follows:

Beginning at an iron rod (old) with Davies cap, said rod located on the southerly sideline of North Eastman Road and a corner to Lot 1, Taylor Properties # 2, L.P. North Eastman Road (Plat Book 50, Page 593). Thence leaving said sideline and along Lot 2, South 03°28'12" East, A distance of 44.90 feet to an iron rod (old) with Davis cap, said rod. A corner to Lot 1, resubdivision of part of Lots 2 & 3, Block 19, Kingsport Heights Addition (Plat Book 57. Page 347). Thence long Lot 1 South 76°33'57" West, a distance of 115.61 feet to a Kingsport highway monument and with a curve to the right having a radius 761.20 feet and arc length 38.20 feet and a chord South 65°28'51" West, a distance of 38.20 feet to Kingsport highway monument. Thence with new lines within the current right of way of North Eastman Road North 01°10'33" East, a distance of 6.95 feet to a iron rod (new) with Alley & Associates cap and with a curve to the left having a radius 753.39 feet an arc length 165.65 feet and a chord North 60° 49' 31" East, A Distance of 165.32 feet to the point of beginning, said parcel contains 0.067 acres, more or less and is a portion of the current right of way for North Eastman Road.

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, Kingsport Library, and Planning Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

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
P1T: 02/10/2021

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY LOCATED OFF OF NORTH EASTMAN ROAD SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on Feb. 18, 2021, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on Feb. 18, 2021, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on March 2 2021, and notice thereof published in the Kingsport Times-News on February 10, 2021.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way located off N. Eastman Road within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at an iron rod (old) with Davies cap, said rod located on the southerly sideline of North Eastman Road and a corner to Lot 1, Taylor Properties # 2, L.P. North Eastman Road (Plat Book 50, Page 593). Thence leaving said sideline and along Lot 2, South 03°28'12" East, A distance of 44.90 feet to an iron rod (old) with Davis cap, said rod. A corner to Lot 1, resubdivision of part of Lots 2 & 3, Block 19, Kingsport Heights Addition (Plat Book 57. Page 347). Thence long Lot 1 South 76°33'57" West, a distance of 115.61 feet to a Kingsport highway monument and with a curve to the right having a radius 761.20 feet and arc length 38.20 feet and a chord South 65°28'51" West, a distance of 38.20 feet to Kingsport highway monument. Thence with new lines within the current right of way of North Eastman Road North 01°10'33" East, a distance of 6.95 feet to a iron rod (new) with Alley & Associates cap and with a curve to the left having a radius 753.39 feet an arc length 165.65 feet and a chord North 60° 49' 31" East, A Distance of 165.32 feet to the point of beginning, said parcel contains 0.067 acres, more or less and is a portion of the current right of way for North Eastman Road.

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: _____

| | | | |
|---|---|---|-----------------------|
| Property Information | Right-of –Way Vacating | | |
| Address | 1777 N. Eastman Road | | |
| Tax Map, Group, Parcel | R-O-W on TM 47P, Group C, Parcels 54 – 56 | | |
| Civil District | 11 th Civil District | | |
| Overlay District | N/A | | |
| Land Use Designation | Retail/Commercial | | |
| Acres | +/- 0.420 | | |
| Applicant #1 Information | | Surveyor Information | |
| Name: Lindsey Bolton Address: 901 East Center St. City: Kingsport State: TN Zip Code: 37660 Phone Number: (423) 246-8991 | | Name: Alley & Associates Address: 243 E. Market St. City: Kingsport State: TN Zip Code: 37660 Email: N/A Phone Number: (423) 392-8896 | |
| Planning Department Recommendation | | | |
| (Approve, Deny, or Defer) The Kingsport Planning Division recommends sending a favorable recommendation to the Board Mayor and Alderman to vacate a portion of North Eastman Road: <ul style="list-style-type: none"> Request was reviewed by all utility providers and city departments AEP has secured a right-of-way easement Staff Field Notes and General Comments: This parcel is a combination of Tax Map 47P Parcels 054.00-056.00. The applicant intends to construct a new insurance office at the location. | | | |
| Planner: | Garland | Date: 12/29/20 | |
| Planning Commission Action | | Meeting Date: | Feb. 18 , 2021 |
| Approval: | | | |
| Denial: | | Reason for Denial: | |
| Deferred: | | Reason for Deferral: | |

PROPERTY INFORMATION**N. Eastman Road**

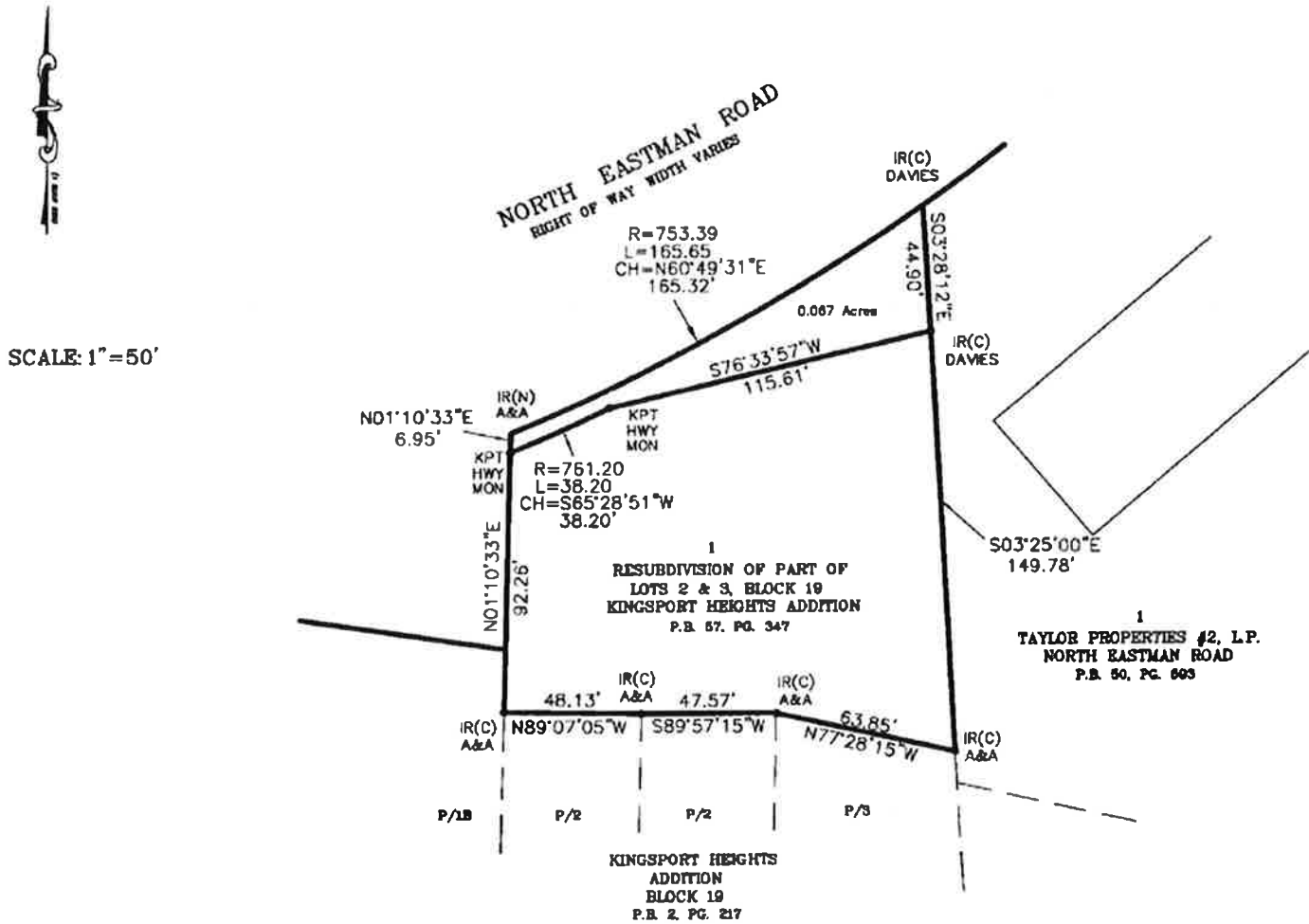
| | |
|---------------------------|--|
| ADDRESS | 1777 N. Eastman Road |
| DISTRICT, LAND LOT | Sullivan County 11th Civil District, TM 47P, Group C, Parcels 54 -56 |
| OVERLAY DISTRICT | N/A |
| CURRENT ZONING | B-3 |
| PROPOSED ZONING | N/A |

ACRES +/- 0.420**EXISTING USE Street Right-of-Way****PROPOSED USE Business****PETITIONER 1: Lindsey Bolton**
901 E. Center St. Kingsport TN, 37660**INTENT**

The applicant is requesting that the portion of the N. Eastman Road right-of-way located in front of their property be vacated by the City of Kingsport. The purpose of this request is to clean up the property lines and to be able to meet the City's landscaping requirements. The area requested to be vacated is approximately 0.067 acres. The applicant owns parcels 54- 56. This area is excess right-of-way on N. Eastman Road.

This request has been reviewed by all City Departments and they have approved the request as there are no City utilities within that area. AEP has secured their right-of-way easement. The City Departments have responded that there is no need to keep this portion of N. Eastman Road.

Staff recommends approval of the vacating of a portion of N. Eastman Road right-of-way as the City staff see no future use for the property.



LEGAL DESCRIPTION

BEGINNING AT AN IRON ROD (OLD) WITH DAVIES CAP, SAID ROD LOCATED ON THE SOUTHERLY SIDELINE OF NORTH EASTMAN ROAD AND A CORNER TO LOT 1, TAYLOR PROPERTIES # 2, L. P. NORTH EASTMAN ROAD (PLAT BOOK 50, PAGE 593). THENCE LEAVING SAID SIDELINE AND ALONG LOT 2, SOUTH 03° 28' 12" EAST, A DISTANCE OF 44.90 FEET TO AN IRON ROD (OLD) WITH DAVIES CAP, SAID ROD A CORNER TO LOT 1, RESUBDIVISION OF PART OF LOTS 2 & 3, BLOCK 19, KINGSFORT HEIGHTS ADDITION (PLAT BOOK 57, PAGE 347). THENCE ALONG LOT 1 SOUTH 76° 33' 57" WEST, A DISTANCE OF 115.61 FEET TO A KINGSFORT HIGHWAY MONUMENT AND WITH A CURVE TO THE RIGHT HAVING A RADIUS 761.20 FEET AN ARC LENGTH 38.20 FEET AND A CHORD SOUTH 65° 28' 51" WEST, A DISTANCE OF 38.20 FEET TO A KINGSFORT HIGHWAY MONUMENT. THENCE WITH NEW LINES WITHIN THE CURRENT RIGHT OF WAY OF NORTH EASTMAN ROAD NORTH 01° 10' 33" EAST, A DISTANCE OF 6.95 FEET TO A IRON ROD (NEW) WITH ALLEY & ASSOCIATES CAP AND WITH A CURVE TO THE LEFT HAVING A RADIUS 753.39 FEET AN ARC LENGTH 165.65 FEET AND A CHORD NORTH 60° 49' 31" EAST, A DISTANCE OF 165.32 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.067 ACRES, MORE OR LESS AND IS A PORTION OF THE CURRENT RIGHT OF WAY FOR NORTH EASTMAN ROAD.

Site Map



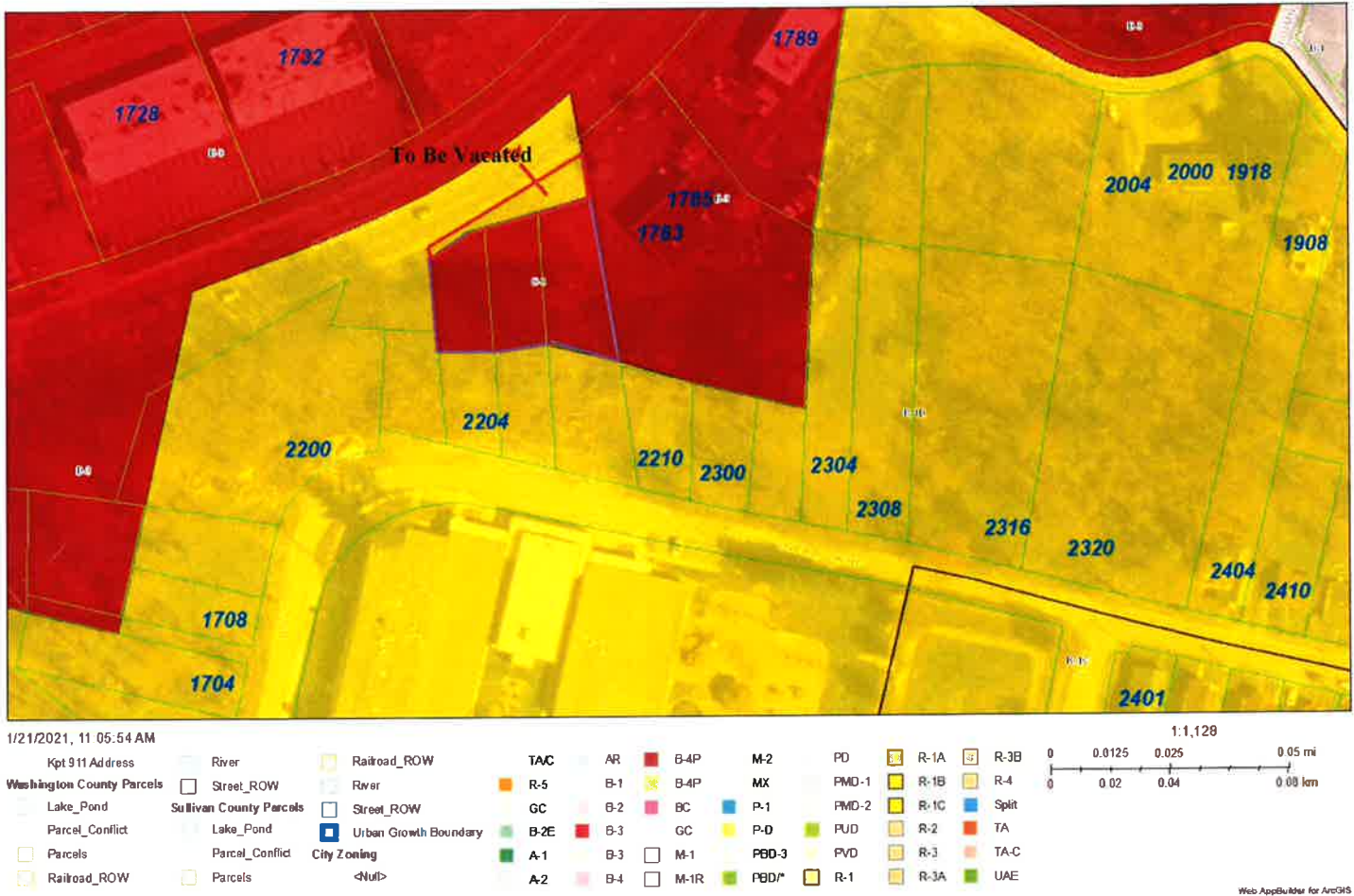
1/21/2021, 10:57:47 AM

- | | | |
|---------------------------|-------------------------|-----------------------|
| Kpt 911 Address | River | Railroad_ROW |
| Washington County Parcels | Street_ROW | River |
| Lake_Pond | Sullivan County Parcels | Street_ROW |
| Parcel_Conflict | Lake_Pond | Urban Growth Boundary |
| Parcels | Parcel_Conflict | |
| Railroad_ROW | Parcels | |



Web AppBuilder for ArcGIS

Zoning



Future Land Use

**RECOMMENDATION:**

Staff recommends sending a favorable recommendation to the Board Mayor and Alderman for the vacating of the 0.067 acres of N. Eastman Road right-of-way.



AGENDA ACTION FORM

Amendment Three to the 2019 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-67-2021
Work Session: March 1, 2021
First Reading: N/A

Final Adoption: March 2, 2021
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Recommendation: Conduct a Public Hearing and approve the Resolution.

Executive Summary:

The City of Kingsport received notice CDBG-CV CARES round 1 funding in the amount of \$249,332 in April 2020 and received notice of CDBG-CV CARES round 3 funding in the amount of \$407,522 in September 2020, for a total funding amount of \$656,854. With the additional CDBG-CV CARES round 3 funding, HUD requests the City submit a revised Application for Federal Assistance (SF-424) with certifications and amend the 2019 Annual Action Plan. As an Entitlement City, Kingsport did not receive a CDBG-CV CARES round 2 funding allocation as the CARES Act required the second round of funding be allocated to states and insular areas.

The Community Development Department requests the BMA approve a resolution authorizing the Mayor's Signature on the Application for Federal Assistance (SF-424) and certifications, which will allow HUD to process the corrected CDBG-CV CARES funding amount.

The Community Development Department with approval from the Community Development Advisory Committee request the Board of Mayor and Aldermen approve a resolution to amend 2019 Annual Action as revised to include additional CDBG-CV CARES round 3 funding and intended uses as described in attached 2019 Annual Action Plan-Amendment 3.

Per the Citizen Participation Plan, a Public Hearing and a 5-day comment period is required as the addition of CDBG-CV round 3 is a substantial change. Community Development Staff advertised in the local newspaper on 2/23/2021 and posted the 2019 Annual Action Plan Amendment 3 Draft to the Community Development website. 5-day comment period runs from 2/23/2021 – 3/2/2021, with a public hearing on 3/2/2021.

Attachments:

1. Resolution
2. Notice of Public Hearing
3. 2019 Annual Action Plan – Amendment 3
4. Application for Federal Assistance (SF-424) w/ certifications

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: *20*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 3 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

WHEREAS, in May, 2019, the board approved a 2019 Annual Action Plan, which describes the strategies, objectives, projects and activities for funding under the program , in order to receive Community Development Block Grant (CDBG) funds; and

WHEREAS, the plan was amended in June, 2020 to receive allocations under the CARES Act for COVID-19 in the amount of \$249,322.00, and amended again in December 2020, for \$20,000 of funding to provide PPE/Cleaning/Sanitizing supplies including the purchase of facemasks for the homeless, and cleaning supplies and mass cleaning of a non-governmental buildings impacted by COVID-19; and

WHEREAS, Amendment 3 to the 2019 Annual Action Plan will provide funds for round 3 of funding from the CDBG-CV CARES Act in the amount of \$407,522.00, and HUD requests the city submit a revised Application for Federal Assistance with certifications and to amend the 2019 Annual Action Plan.

Now therefore,

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

SECTION I. That Amendment 3 to the Community Development Block Grant (CDBG) 2019 Annual Action Plan is approved and adopted as set out attached as Exhibit 1, and is incorporated herein by reference.

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 2nd day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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 Hearings during its meeting on **March 2, 2021** to provide an opportunity for citizens to express views regarding the following:

1. Amendment three (3) 2019 Annual Action Plan

Activities addressed by the CDBG program must meet at least one of three National Objectives:

1. Provide benefit to low and moderate income families
2. Aid in the prevention or elimination of slum and blight
3. Address community needs having a particular urgency because they pose a serious or immediate threat to the health and safety of the general public where no other financial resources are available

In addition, activities must prevent, prepare for and respond to the Coronavirus

A draft of Amendment three (3) of the 2019 Annual Action Plan will be available on February 23, 2021 at City of Kingsport's Community Development Office located at 201 W. Market Street, Kingsport. The draft will also be posted the City's Community Development website at www.kingsporttn.gov.

Interested parties may comment on Amendment three (3) of the 2019 Annual Action Plan for Kingsport, TN. Amendment three (3) of the 2019 Annual Action Plan will have a 5-day comment period running from February 23 - March 2, 2021. All comment periods will begin February 23, 2021.

Public Meetings are held throughout the year and comments are welcome throughout the planning process. The public is invited to offer comments concerning the proposed use of funds. Written or oral comments should be submitted to Jessica McMurray, Community Development Planner, City of Kingsport, 201 W. Market Street, Kingsport, TN 37660 or (423)224-2877 or by emailing JessicaMcMurray@KingsportTN.gov.

If citizens would like to attend the meeting, located at 225 W. Center Street, Kingsport, City Hall, the courtroom has a limited physical capacity 16. Once the courtroom is full, the public is welcome to wait in the lobby until it is their turn to give their public comment.

Citizens that attend are strongly encouraged to practice social distancing and wear their masks during the course of the meeting.

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, Deputy City Recorder

PIT: 2/23/2021



Kingsport, Tennessee

Public Hearing

2019 Annual Action Plan Amendment 3

Tuesday March 2, 2021
7pm
225 W. Center Street, Kingsport, TN 37660

CV Funding Received –

Round 1 - \$249,332

Round 3 - \$407,522

Total CV - \$656,854

CV Amount Available –

Round 1 - \$79,223

Round 3 - \$407,522

Total CV - \$486,854

*The City of Kingsport was not eligible for round 2 funding.

Homeless Services/Facilities

- Services

- Amount \$25, 000
- To provide hotel rooms for those who are street homeless to contain and prevent the spread of the Coronavirus, until additional resources for housing are established.

- Facilities

- Amount \$40,000
- Funding will assist local homeless services providers in creating a place where those experiencing homelessness or at risk for homelessness will have much needed resources available to them during the day and allow those experiencing COVID-19 symptoms a place to quarantine temporarily until a hotel room, permanent or transitional housing can be established.

- **Small Business Grant**

- Amount - \$110,000
- Provides assistance to small businesses who have been effected by COVID-19, including rent, utilities, PPE and other COVID-19-related costs

- **Utility/Rent Assistance**

- Amount - \$180,874
- Provide rent and utility assistance to families who have experienced financial hardships due to COVID -19, rental assistance is considered a form of homeless prevention as funding can assist households at risk of eviction.

- **Oasis of Kingsport**

- Amount - \$2,000
- Provide food, free laundry facilities, showers, cleaning supplies, and PPE such as thermometers, hand sanitizer, disinfecting wipes, disinfecting spray and gloves for homeless and LMI women.

- **Covenant Counseling Center**

- Amount- \$20,000
- Provide mental health services and counseling sessions to individuals in need of mental health support who have been effected by COVID-19 due to financial loss, grief, stress and depression with no means to pay

- **Help Our Potential Evolve – H.O.P.E**

- Amount - \$3,500
- Partner with Sullivan County Health Department to promote Covid-19 vaccine awareness among the minority community.

- **YMCA**

- Amount - \$20,000
- Provides delivery of essential items to Seniors living in 5 senior housing communities who are unable to be out in the community during the pandemic

- **Salvation Army**

- Amount - \$20,000
- Provide shelter and meals to individuals experiencing homelessness during the pandemic

- **Kitchen of Hope**

- Amount- \$12,480
- Provides free meal to homeless and poverty stricken individuals

- **Friends in Need**

- Amount - \$20,000
- Provide health services on sliding scale fee, provide mobile units for dental and vision, and COVID testing, currently using the Farmers Market Site

- **Second Harvest Food Bank**

- Amount - \$20,000
- Provide food to families suffering from unemployment, underemployment and homelessness as a result of the pandemic

- **Legal Aid**

- Amount - \$5,000
- Provide legal assistance low-moderate income that did not receive their Stimulus payment from the Federal Government. These families can claim the Recovery Rebate Credit to recover those funds on their 2020 Tax Return. Legal assistance would be provided to assist those families in filing a 2020 Tax Return to claim the credit

- **Agape Mission**

- Amount - \$5,000
- Provide basic essentials for children from ages birth to 12, including diapers, wipes, formula, socks/underwear and clothing to mothers, guardians and families of children who are experiencing financial hardships

- **Meals on Wheels**

- Amount - \$3,000
- Provide a delivered noontime meal to seniors and individuals with disabilities who cannot prepare or shop for their own meals

Amend plan to add CDBG CARES ACT round 3 funding of \$407,522 to the 2019 Annual Action Plan and activities to which funds will be allocated and allocate remaining CDBG CARES ACT round 1 funding.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

This section discusses the City of Kingsport's Annual Action Plan for the 2019 Program Year. In the areas of strategy relative to goals, objectives and outcomes in housing, the City aligns with those presented for the Consortium as a whole and plans its CDBG Entitlement funds accordingly. The City's contribution to the Plan also discusses and outlines its strategies relative to the provision of public services, public facilities and participation in homeless services.

SUBSTANTIAL AMENDMENT: CDBG-CV FUNDING (Round 1 & 3)

In December 2019, a new coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID- 19 that has now spread globally. The first case was reported in the United States in January 2020. In March 2020, the World Health Organization declared the coronavirus outbreak a pandemic and President Trump declared the outbreak a national emergency. During this time, the majority of states have declared states of emergency with most shutting down large gathering places and limiting the movement of their residents.

As a consequence, many CPD recipients must quickly shift their operations or focus to respond to resident needs and perform services safely. Throughout Spring 2020, HUD issued program guidance, activity waivers, and CARES Act (Coronavirus Aid, Relief, and Economic Security Act), allocations to help prevent, prepare for, and respond to the COVID-19 pandemic.

The Kingsport, TN Community Development Block Grant (CDBG) Program received a COVID-19 CDBG-CV allocation of \$249,332 in round 1 and \$407,522 in round 3 bringing our total CDBG-CV grant award to \$656,854.

CDBG continues to receive guidance and waivers on an ongoing basis to efficiently and effectively implement funding.

CDBG Plans to utilize the COVID-19 allocation as follows:

The Round 1 funds will be used to provide assistance to area non-profits to support the community, provide non-congregate shelter and support to homeless individuals and families and provide PPE equipment/cleaning/sanitizing homeless providers to prevent, prepare for and respond to COVID-19.

Second Harvest \$25,000.00

Salvation Army \$25,000.00

Homeless - Hotels \$100,000.00

PPE/Cleaning/Sanitizing for Homeless Service Providers \$20,000.00

Homeless Support Services/Facilities \$19,332

Public Services Programs \$60,000

Round 3 funding will be a partnership project with the Greater Kingsport Alliance for Development to help LMI households experiencing hardships due to the COVID-19 pandemic with utilities payments (gas, water, electric, oil). Financial resources to LMI families for utilities due to the COVID-19 pandemic. Round 3 funding will also fund a partnership with the Kingsport Small Business Association to provide assistance to area Small Businesses who are at risk of closure due hardships due to the COVID-19 pandemic. Round 3 funds will also be used to provide assistance to area non-profits to support the community.

COVID-19 Small Business Assistance Program \$110,000.00

Utility Assistance \$180,874

Homeless Support Services/Facilities \$45,668

Public Services Programs \$70,980

Consolidated Planning Waivers (Submitted to Knoxville Field Office for review) Include - Citizen Participation Public Comment Period for Consolidated Plan Amendment – waives the standard public comment period and implements 5+ days for public comments on substantial amendments and Citizen Participation Reasonable Notice and Opportunity to Comment – waives the requirement to follow the approved Citizen Participation Plan and allows grantees to decide what constitutes “reasonable notice and opportunity for comment” based on the grantee’s circumstances

2. Summarize the objectives and outcomes identified in the Plan

Annual Action Plan
2019

2

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

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

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

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

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

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Coordination with federal and local agencies, along with non-profit and for-profit organizations providing services to the low- and very-low income in the community is essential for the effectiveness of the CDBG program. Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The City of Kingsport welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City utilizes a Citizen Advisory Committee, through which review and allocation of funding of various specific projects and activities are decided. Low- and low-moderate income persons, persons with disabilities, minorities and non-English speaking persons are

encouraged to participate in the planning process. Additionally, residents of public housing and other assisted housing are encouraged to voice their needs and their opinions on the participating jurisdictions' current and future direction. Other stakeholders consulted in this plan include community and faith based organizations, health care providers, KHRA, Appalachian Regional Coalition on Homelessness, City and County Departments of Social Services, and school system are encouraged to become involved in the planning process. The City provides translators for non-English speaking persons who request assistance at least 3 days prior to hearings or other meetings in the planning process. Persons who need auxiliary aids or other assistance to be able to fully participate may request assistance at least 3 days in advance of the hearing or meeting. Drafts of the plan have been placed in City Hall, KHRA and in local library branches. Notices of public meetings and hearings have been published in local newspapers. As a member of the Northeast TN/Southwest VA HOME Consortium, the City of Kingsport participated in the all the citizen participation process points undertaken by the Consortium at large. The City participated in the planning and implementation of the seven step approach described in the Consortium's Citizen Participation response at "PR-15 Citizen Participation" of the overall Consolidated Plan. These processes assisted the City in developing its specific Annual Action Plan. In addition to the seven step approach, the City conducted two additional Public Meetings at which citizen participation was solicited. The first was held in conjunction with a May 6 work session of the Kingsport Board of Mayor and Aldermen. The second public meeting was a Public Hearing held in conjunction with the City's May 7 regular meeting of Board of Mayor and Aldermen at which the board considered the Annual Action Plan. About 25 citizens attended the meeting, but offered no comment or input. These meetings are noted in the section below.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

As noted above, about 25 citizens participated in the public hearing process. However, no citizens offered comments.

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

No comments were not accepted.

7. Summary

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

encourage more intense participation by those affected by the activities described in this plan, as well as the general population of the jurisdiction.

DRAFT

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

1. Agency/entity responsible for preparing/administering the Consolidated Plan

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

| Agency Role | Name | Department/Agency |
|--------------------|-----------|------------------------|
| CDBG Administrator | KINGSPORT | Grants & Redevelopment |

Table 1 – Responsible Agencies

Narrative

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

Consolidated Plan Public Contact Information

Jessica McMurray, Community Development

City of Kingsport, TN

225 West Center Street

Kingsport, TN 37660

423-224-2877

DRAFT

AP-10 Consultation - 91.100, 91.200(b), 91.215(I)

1. Introduction

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

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

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

regular consultation with the Board of Directors and staff of the Tennessee Housing Development Agency, with former City staff elected to the THDA Board.

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

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

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

As stated above, Community Development staff will be serving on the ARCH Board of Directors which appoints committee membership that review ESG funding allocations and opportunities, as well as approving performance standards, policies and procedures for HMIS and other Continuum interests relative to ESG and other homeless assistance programs.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

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

| | | |
|---|--|--|
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy Market Analysis Anti-poverty Strategy |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Staff attend monthly meetings and other planning meetings with staff. ARCH staff provided direct comments and input on the Consolidated Plan. |
| 3 | Agency/Group/Organization | City of Kingsport |
| | Agency/Group/Organization Type | Other government - Local Planning organization |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Market Analysis Economic Development |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | Community Development office is part of the City's Planning staff. Other Planning staff have direct, daily input. |
| 4 | Agency/Group/Organization | United Way of Greater Kingsport |
| | Agency/Group/Organization Type | Business and Civic Leaders Foundation |
| | What section of the Plan was addressed by Consultation? | Market Analysis Anti-poverty Strategy |

| | |
|---|---|
| Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | City of Kingsport is member and integral participant in United Way. Staff regularly consult concerning community needs. |
|---|---|

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

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

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

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

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

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

As a member of the Northeast TN/Southwest VA HOME Consortium, the City of Kingsport participated in all the citizen participation process points undertaken by the Consortium at large. The City participated in the planning and implementation of the seven step approach described in the Consortium's Citizen Participation response at "PR-15 Citizen Participation" of the overall Consolidated Plan. These processes assisted the City in developing its specific Annual Action Plan. In addition to the seven step approach, the City conducted two additional Public Meetings at which citizen participation was solicited. The first was held in conjunction with the regular April Meeting of the Kingsport Regional Planning Commission. The second public meeting was a Public Hearing held in conjunction with the City's May regular meeting of Board of Mayor and Aldermen at which the board considered the Annual Action Plan. About 45 citizens attended the meeting, but offered no comment or input. These meetings are noted in the section below.

It should be further noted that, because of delay in the FY2019 appropriation process through the United States Congress, and subsequent delay in notification to the City from HUD concerning specific funding allocation amounts for annual planning purposes, the City was unable to publish definite funding planning amounts for public comment. However, during the planning and citizen participation process, the City developed plans and project funding schemes based on Program Year 2018 CDBG funding amounts. As part of the citizen participation process, these "projected" amounts were published with an explanation that the specific project funding amounts were subject to adjustment upon notification from HUD relative to allocation amounts. Citizens were advised that the City planned to adjust each project funding amount proportionally to the final allocation amount difference, if any, for Program Year 2019.

Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|--|---|------------------------------|--|---------------------|
| 1 | Public Meeting | <p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> | <p>This was a public meeting held by the City's Board of Mayor and Aldermen. 2 persons attended, who represented an applying CDBG agency.</p> | <p>None.</p> | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|--|---|--------------------------------------|--|---------------------|
| 2 | Public Hearing | <p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> | This was a public hearing held by the Board of Mayor and Aldermen. About 25 citizens attended. | No comments or response was offered. | | |
| 5 | Newspaper Ad | <p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> | Newspaper ad placed on 2/23/2021 requesting public input on Amendment 3 of the 2019 Annual Action Plan. | | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|--|---|------------------------------|--|---------------------|
| 6 | Public Hearing | <p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> | <p>Public hearing held March 2, 2021 to approve amended annual plan for CARES ACT funding. 5-day public comment period runs 2/23/2021 - 3/2/2021.</p> | | | |

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

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

Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan \$ | Narrative Description |
|---------|------------------|--|----------------------------------|--------------------|--------------------------|-----------|---|---|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| CDBG | public - federal | Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services | 391,364 | 2,000 | 0 | 393,364 | 0 | |
| Other | public - federal | Other | 656,854 | 0 | 0 | 656,854 | 0 | CDBG-CV funds to be used to prevent, prepare for, and respond to the Coronavirus. |

Table 5 - Expected Resources – Priority Table

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

matching requirements will be satisfied

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

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

As previously indicated, KHRA is in the process of a Choice Neighborhoods Initiative which involves review of the Midtown neighborhood. The initiative involves study of publically-owned housing (Lee Public Housing Apartments) which is managed by Kingsport Housing and Redevelopment Authority.

Discussion

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

Annual Goals and Objectives

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

Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|-------------------------------------|------------|----------|-----------------------------------|-----------------|-------------------------------------|-----------------|--|
| 1 | Public Services | 2015 | 2020 | Non-Housing Community Development | | Public Services | CDBG: \$35,000 | Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted |
| 3 | Decent, Safe and Affordable Housing | 2015 | 2019 | Affordable Housing | | Decent, Safe and Affordable Housing | CDBG: \$160,092 | Homeowner Housing Rehabilitated: 20 Household Housing Unit |

Table 6 – Goals Summary

Goal Descriptions

| | | |
|---|------------------|---|
| 1 | Goal Name | Public Services |
| | Goal Description | The City plans to provide CDBG funds to Public Services agencies who server low and moderate income persons and families. |
| 3 | Goal Name | Decent, Safe and Affordable Housing |
| | Goal Description | The City plans to provide rehabilitation and emergency repair to approximately 20 houses within the program year. |

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AP-35 Projects - 91.420, 91.220(d)

Introduction

The following represents the projects for which the City of Kingsport received input through consultation with community groups, City departments and citizens. The planning allocations, originally, were projected amounts shared through the planning and citizen participation process which included notification that the amounts are subject to adjustment upon notification from HUD of the City's CDBG allocation. The funding amounts for the following projects have been adjusted as indicated in the citizen participation process.

| # | Project Name |
|----|---|
| 1 | KAHR Program |
| 4 | Community Enrichment |
| 5 | Code Enforcement |
| 6 | HOPE VI/108 Loan |
| 7 | Program administration |
| 8 | CV-Homeless |
| 9 | CV-Salvation Army |
| 10 | CV-Second Harvest Food Bank |
| 11 | CV-PPE/Cleaning/Sanitizing |
| 12 | CV3 - GKAD- Emergency Assistance Program |
| 13 | CV3 - Small Business Grant Assistance |
| 14 | CV3 - Second Harvest Food Bank |
| 15 | CV3 - Salvation Army |
| 16 | CV3 - Legal Aid |
| 17 | CV3 - Oasis of Kingsport |
| 18 | CV3 - Meals on Wheels |
| 19 | CV3 - H.O.P.E - Help Our Potential Evolve |
| 20 | CV3 - Agape Mission |
| 21 | CV3 - Kitchen of Hope |
| 22 | CV3 - Covenant Counseling Center |
| 23 | CV3- Friends in Need |
| 24 | CV3 - YMCA of Greater Kingsport |
| 25 | CV3 - Homeless Services |

Table 7 – Project Information

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

As stated above, project funding decisions were based on citizen, community interest group and City

department input with the backdrop of the 2015 Consolidated Plan goals and priorities descriptions.

CV-CARES ACT - Services were decided after consultaion with city officials and other civic groups who made request for funding.

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AP-38 Project Summary
Project Summary Information

DRAFT

| | | |
|----------|--|---|
| 1 | Project Name | KAHR Program |
| | Target Area | |
| | Goals Supported | Decent, Safe and Affordable Housing |
| | Needs Addressed | Decent, Safe and Affordable Housing |
| | Funding | CDBG: \$160,092 |
| | Description | Rehabilitation and emergency repair for low and moderate income households. |
| | Target Date | |
| | Estimate the number and type of families that will benefit from the proposed activities | 20 |
| | Location Description | City-wide. |
| | Planned Activities | Rehabilitation and emergency repair. |
| 2 | Project Name | Community Enrichment |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | CDBG: \$35,000 |
| | Description | Cultural and educational enrichment program for low and moderate income, minority youth. |
| | Target Date | |
| | Estimate the number and type of families that will benefit from the proposed activities | 300 families are expected to be provided community enrichment services. |
| | Location Description | |
| | Planned Activities | Programs to encourage educational and cultural opportunities for low and moderate income, minority youth. |
| 3 | Project Name | Code Enforcement |
| | Target Area | |

| | | |
|---|--|---|
| | Goals Supported | Decent, Safe and Affordable Housing |
| | Needs Addressed | Decent, Safe and Affordable Housing |
| | Funding | CDBG: \$50,000 |
| | Description | Code enforcement for low and moderate income housing in the city. |
| | Target Date | |
| | Estimate the number and type of families that will benefit from the proposed activities | |
| | Location Description | |
| | Planned Activities | Code enforcement inspections. |
| | | |
| 4 | Project Name | HOPE VI/108 Loan |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | Public Facilities |
| | Funding | CDBG: \$70,000 |
| | Description | Installment for 108 loan supporting the 2008 HOPE VI project. |
| | Target Date | |
| | Estimate the number and type of families that will benefit from the proposed activities | |
| | Location Description | |
| 5 | Planned Activities | 108 Installment. |
| | Project Name | Program administration |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | CDBG: \$78,272 |
| | Description | Program administration. |

| | | |
|----------|--|---|
| | Target Date | |
| | Estimate the number and type of families that will benefit from the proposed activities | |
| | Location Description | |
| | Planned Activities | Program administration. |
| 6 | Project Name | CV-Homeless |
| | Target Area | |
| | Goals Supported | Public Services Decent, Safe and Affordable Housing |
| | Needs Addressed | Public Services Decent, Safe and Affordable Housing |
| | Funding | CDBG-CV: \$100,000 |
| | Description | To provide hotel rooms for those who are street homeless to contain and prevent the spread of the Coronavirus. Homeless individuals and families will be housed in hotel for up to 15 weeks in phase 1. Clients will be provided case management services by social worker employed by the Kingsport Police Department, and a homeless liaison employed by the United Way of Greater Kingsport. |
| | Target Date | 7/1/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | It is estimated that at least 35 individuals will be assisted |
| | Location Description | Kingsport |
| | Planned Activities | Street homeless individuals and families will be assisted by providing hotel rooms to help contain and prevent the spread of the Coronavirus. Clients will be provided with case management services through the Kingsport Police Department's Social Worker, and the United Way of Greater Kingsport's homeless liaison. |
| 7 | Project Name | CV-Salvation Army |
| | Target Area | |

| | | |
|---|--|---|
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services Decent, Safe and Affordable Housing |
| | Funding | CDBG-CV: \$25,000 |
| | Description | Salvation Army provides shelter and meals to those in need in the community. Funding will support continued shelter operations. The Salvation Army lost significant revenue stream due to the Coronavirus when they had to close the thrift store they operated. |
| | Target Date | 9/1/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | It is estimated that at least 35 individuals will be assisted through the service of meals while they are at the hotel. It is estimated that 15 individuals and families will be assisted by utilizing the Salvation Army shelter for overnight stays. |
| | Location Description | Kingsport Salvation Army, and Americourt Hotel |
| | Planned Activities | Provide meals to clients housed at the Americourt Hotel. Provide overnight shelter services to homeless individuals or families. |
| | | |
| 8 | Project Name | CV-Second Harvest Food Bank |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | CDBG-CV: \$25,000 |
| | Description | Second Harvest food bank serves the area by providing food and meals throughout the Kingsport area. Over 5,400 people are served each month by Second Harvest. Due to the Coronavirus Second Harvest has seen an increase in requested services. They have also lost donations due to the closing of restaurants. |
| | Target Date | 9/1/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | The Second Harvest Food Bank provides over 4,000 meals each month the Kingsport area. During this time with schools not being in session the food bank is providing meal services to schoolchildren in the area. All families that benefit are low income. |
| | Location Description | Kingsport |

| | | |
|----|--|---|
| | Planned Activities | <p>Second Harvest Food Bank operates a fixed location where residents can go to pick-up food. They also operate multiple mobile food pantry's in the area where residents can pick-up food.</p> <p>Second Harvest has seen a substantial increase clients who are seeking to utilize their services. This is likely caused by the closing down of non-essential businesses. The food bank also also seen a decrease in donations due to the same reasons.</p> |
| 9 | Project Name | CV-PPE/Cleaning/Sanitizing |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services Public Facilities |
| | Funding | CDBG-CV: \$20,000 |
| | Description | Provide PPE as needed to homeless individuals/homeless service providers as well as cleaning and sanitizing supplies/services to homeless service providers. |
| | Target Date | 12/31/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | |
| | Location Description | |
| 10 | Planned Activities | Provide masks to homeless individuals encountered by our Social Worker or Homeless Services Liason, provide cleaning and sanitizing supplies and services to those who provide assistance to homeless individuals. |
| | Project Name | CV3 - Emergency Assistance Program |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | Other - CDBG - CV3: \$180,874 |

| | | |
|-----------|--|---|
| | Description | The City of Kingsport will allocate CDBG-CV round 3 funding to help LMI households experiencing hardships due to the COVID-19 pandemic with utility payments (gas, water, electric, oil) and to prevent homelessness, rental assistance to LMI households who have fallen behind on rent as a result of hardships due to the COVID-19 pandemic. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | The City of Kingsport estimates that approximately 150 LMI families/individuals will be helped with this funding. |
| | Location Description | Greater Kingsport Alliance for Development will help the City Administer the "Emergency Assistance Program". GKAD is located at 906 E Sevier Ave, Kingsport, TN 37660. |
| | Planned Activities | The City of Kingsport will allocate CDBG-CV round 3 funding to the Greater Kingsport Alliance for Development to help LMI households experiencing hardships due to the COVID-19 pandemic with utility payments (gas, water, electric, oil) and to prevent homelessness, rental assistance to LMI households who have fallen behind on rent as a result of hardships due to the COVID-19 pandemic. |
| 11 | Project Name | CV3 - Small Business Grant Assistance |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | Other - CDBG - CV3: \$110,000 |
| | Description | The City of Kingsport will allocate CDBG-CV round 3 funding to assist small businesses owned by LMI families/individuals located within the City of Kingsport in preventing, preparing for, and responding to the COVID-19 pandemic. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | The City of Kingsport estimates that approximately 22 Small Businesses owned by LMI households will be helped with this funding. |
| | Location Description | |

| | | |
|-----------|--|--|
| | Planned Activities | The City of Kingsport will allocate CDBG-CV round 3 funding to assist small businesses owned by LMI families/individuals located within the City of Kingsport in preventing, preparing for, and responding to the COVID-19 pandemic. |
| 12 | Project Name | CV3 - Second Harvest Food Bank |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | Other - CDBG - CV3: \$20,000 |
| | Description | Emergency funds to provide hunger relief during the COVID-19 pandemic |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 3000 individuals or 350 families will be served in Kingsport, TN |
| | Location Description | City wide, Kingsport, TN |
| 13 | Planned Activities | Emergency funds to provide hunger relief during the COVID-19 pandemic |
| | Project Name | CV3 - Salvation Army |
| | Target Area | |
| | Goals Supported | Public Services Decent, Safe and Affordable Housing |
| | Needs Addressed | Public Services Decent, Safe and Affordable Housing |
| | Funding | Other - CDBG - CV3: \$20,000 |
| | Description | Support the operational services of the Salvation Army of Kingsport Homeless Shelter to respond to the COVID-19 pandemic and an increased level of services. Includes funding of necessary staff and operational costs to maintain shelter services, new supplies and equipment to promote cleanliness, and food services. |
| | Target Date | 6/30/2022 |

| | | |
|----|--|--|
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 20 individuals experiencing homelessness will benefit from this activity |
| | Location Description | Salvation Army 505 Dale Street Kingsport, TN 37662 |
| | Planned Activities | Support the operational services of the Salvation Army of Kingsport Homeless Shelter to respond to the COVID-19 pandemic and an increased level of services. Includes funding of necessary staff and operational costs to maintain shelter services, new supplies and equipment to promote cleanliness, and food services. |
| 14 | Project Name | CV3 - Legal Aid |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | Other - CDBG - CV3: \$5,000 |
| | Description | To assist LMI persons suffering due to financial loss related to COVID-19, the federal government provided two rounds of stimulus payments. For various reasons, many people have not received their stimulus payment to which they entitled. Legal Aid will assist LMI households in filing their 2020 Tax Return to receive the Recovery Rebate Credit, a one-time tax credit that can be claimed on the 2020 tax return to allow person to recover the stimulus payment they may not have received. Funding will assist in cost associated with preparing and filing the 2020 Tax Return. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Legal Aid will quantify the number of hours of attorney time spent assisting LMI people. Legal Aid will also quantify the amount of money each of the individuals assisted receive as a result of filing their 2020 tax return. Estimate that 15 LMI individuals will benefit from this activity. |

| | | |
|----|--|--|
| | Location Description | Legal Aid of East Tennessee 311 W Walnut St Johnson City, TN 37604 |
| | Planned Activities | To assist LMI persons suffering due to financial loss related to COVID-19, the federal government provided two rounds of stimulus payments. For various reasons, many people have not received their stimulus payment to which they entitled. Legal Aid will assist LMI households in filing their 2020 Tax Return to receive the Recovery Rebate Credit, a one-time tax credit that can be claimed on the 2020 tax return to allow person to recover the stimulus payment they may not have received. Funding will assist in cost associated with preparing and filing the 2020 Tax Return. |
| 15 | Project Name | CV3 - Oasis of Kingsport |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | Other - CDBG - CV3: \$2,000 |
| | Description | As need has increased due to the COVID-19 pandemic, Oasis of Kingsport will provide food, personal use items, free laundry facilities, showers, cleaning supplies, hand sanitizer, disinfecting wipes, disinfecting spray, gloves and thermometers to homeless and LMI women to respond to the COVID-19 pandemic. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 20 homeless or LMI women will benefit from this activity. |
| | Location Description | Oasis of Kingsport 1009 E Sullivan St Kingsport, TN 37660 |
| | Planned Activities | Oasis of Kingsport will provide food, free laundry facilities, showers, cleaning supplies, hand sanitizer, disinfecting wipes, disinfecting spray, gloves and thermometers to homeless and LMI women to respond to the COVID-19 pandemic. |

| | | |
|----|--|---|
| 16 | Project Name | CV3 - Meals on Wheels |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | Other - CDBG - CV3: \$3,000 |
| | Description | Meals on Wheel will provide a weekday noontime meal to seniors and other with disabilities that need support to remain in their homes and live independently. The program has an increased need for support due to the OCVID-19 pandemic, as more individuals and families are in need of services. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 300 individuals will benefit from this activity. |
| | Location Description | City-wide Meals on Wheels P.O. Box 3346 Kingsport, TN 37664 |
| 17 | Planned Activities | Meals on Wheel will provide a weekday noontime meal to seniors and other with disabilities that need support to remain in their homes and live independently. |
| | Project Name | CV3 - H.O.P.E - Help Our Potential Evolve |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | Other - CDBG - CV3: \$3,500 |
| | Description | Hope in partnership w/ Sullivan County Health department, will develop marketing materials that specifically encourage minorities to get tested and vaccinated. Hope will partner with the Health Dept and local churches to set up testing and vaccination sites and provide free gift bags to encourage minorities to be tested and vaccinated. |
| | Target Date | 6/30/2022 |

| | | |
|----|--|--|
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 50 LMI minorities will benefit from this activity. |
| | Location Description | Downtown focus area, City-wide H.O.P.E P.O. Box 7632 Kingsport, TN, TN 37664 |
| | Planned Activities | Hope in partnership w/ Sullivan County Health department, will develop marketing materials that specifically encourage minorities to get tested and vaccinated. Hope will partner with the Health Dept and local churches to set up testing and vaccination sites and provide free gift bags to encourage minorities to be tested and vaccinated. |
| 18 | Project Name | CV3 - Agape Mission |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | Other - CDBG - CV3: \$5,000 |
| | Description | Agape Mission supplies the basic essentials for children of LMI households from birth to 12 years. This includes diapers, wipes, formula, socks/underwear and clothing. Funds will also be used to provide LMI families with dry goods as needed. Services provided by Agape Mission are a direct result of the COVID-19 pandemic as there was a need for food and essentials supplies for children. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 50 LMI households and individuals experiencing homelessness will benefit from this activity. |
| | Location Description | City Wide Agape Mission 2019 Chapel Drive Kingsport, TN 37665 |

| | | |
|----|--|--|
| | Planned Activities | Agape Mission supplies the basic essentials for children of LMI households from birth to 12 years. This includes diapers, wipes, formula, socks/underwear and clothing. Funds will also be used to provide LMI families with dry goods as needed. |
| 19 | Project Name | CV3 - Kitchen of Hope |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | Other - CDBG - CV3: \$12,480 |
| | Description | Kitchen of Hope will provide an evening meal to those experiencing homelessness and LMI families. Funds will be used to purchase equipment to cook the meals and supplies required to serve the meal. Due to the COVID-19 Pandemic, need has increased by additional 43 meals per day. |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 500 homeless individuals will benefit from this activity. |
| | Location Description | Downtown focus-area, city wide Kitchen of Hope 704 E Sevier Ave Kingsport, TN 37660 |
| | Planned Activities | Kitchen of Hope will provide an evening meal to those experiencing homelessness and LMI families. Funds will be used to purchase equipment to cook the meals and supplies required to serve the meal. |
| 20 | Project Name | CV3 - Covenant Counseling Center |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | CDBG-CV: \$20,000 |
| | Description | |
| | Target Date | 6/30/2022 |

| | | |
|----|--|---|
| | Estimate the number and type of families that will benefit from the proposed activities | Covenant Counseling Center will be able to provide approximately 575 one hour counseling sessions. Estimate that 150 LMI households will benefit from this activity. |
| | Location Description | Covenant Counseling Center 441 Clay St #2 Kingsport, TN 37660 |
| | Planned Activities | Provide professional mental health counseling services to individuals, couples and families, regardless of their ability to pay. Due to the COVID-19 pandemic, requests for reduced-fee services are steadily increasing as individuals and families experience grief, loss, depression and struggle with financial hardships and stress management related to the COVID-19 pandemic. |
| 21 | Project Name | CV 3- Friends in Need |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | CDBG-CV: \$20,000 |
| | Description | |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 100 individuals will benefit from this activity. |
| | Location Description | Friends in Need 1105 W Stone Dr # 5 Kingsport, TN 37660 |
| | Planned Activities | Provide health, dental and vision services to LMI individuals on a sliding scale basis. Including site improvements for COVID-19, COVID-19 testing, mobile units for dental, vision and COVID testing, medical equipment, supplies and materials to carry out service provided. |
| | Project Name | CV3 - YMCA of Greater Kingsport |

| | | |
|----|--|---|
| 22 | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services |
| | Funding | CDBG-CV: \$20,000 |
| | Description | |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 150 LMI seniors will benefit from this activity. |
| | Location Description | 5 senior housing complexes within Kingport City Limits YMCA of Kingsport 1840 Meadowview Pkwy Kingsport, TN 37660 |
| | Planned Activities | Provide delivery of essential items including personal items, non-perishable food and socialization to residents in five senior housing communities who are unable to be out in the community during the COVID-19 pandemic. |
| 23 | Project Name | CV3 - Homeless Support Services/Facilities |
| | Target Area | |
| | Goals Supported | Public Services |
| | Needs Addressed | Public Services Public Facilities |
| | Funding | CDBG-CV: \$19,332 Other - CDBG - CV3: \$45,668 |
| | Description | |
| | Target Date | 6/30/2022 |
| | Estimate the number and type of families that will benefit from the proposed activities | Estimate that 100 individuals experiencing homelessness will benefit from this activity. |
| | Location Description | Downtown Focus-Area, City-Wide |

| | | |
|--|---------------------------|--|
| | Planned Activities | <p>To provide hotel rooms for those who are street homeless to contain and prevent the spread of the Coronavirus, until additional resources for housing are established. Clients will be provided case management services by social worker employed by the Kingsport Police Department, and a homeless liaison employed by the United Way of Greater Kingsport.</p> <p>The COVID-19 Pandemic has brought to light the need for a day center and an additional shelter space in Kingsport as the community has realized we were not prepared to provide pandemic protections for the homeless and those at-risk for homelessness. Funding will assist local homeless services providers in creating a place where those experiencing homelessness or at risk for homelessness will have much needed resources available to them during the day and allow those experiencing COVID-19 symptoms a place to quarantine temporarily until a hotel room, permanent or transitional housing can be established. The center will provide a place where the homeless could receive mail, health services, case management, resources, etc. and find assistance with obtaining an identification as all the local shelters require individuals checking in have a form of ID. The overnight shelter will provide emergency shelter services for those with COVID-19 symptoms to get them off the street and slow the spread. COVID-19 safety measures and social distancing requirements will be in place at the day center and emergency shelter. Day Center/Shelter services will continue through the pandemic and remain as permanent service to the homeless when the pandemic is over.</p> |
|--|---------------------------|--|

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

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

Although the project is not awarded funding based on any specific geographic priority, the only project which includes activities restricted to a geographic area is the Community Enrichment program. Some of these activities are targeted to the South Central jurisdiction which includes specific sections of Census Tracts 402 and 404. These areas are ones in which a significant percentage are low-income and minority populations.

KHRA Learning Centers funding, if awarded funding for 2019, while not restricted necessarily to any recognizable geographically delineated area, is utilized within public housing developments and the neighborhoods surrounding them. These developments are spread throughout the city.

All other activities are city-wide.

Geographic Distribution

| Target Area | Percentage of Funds |
|-------------|---------------------|
| | |

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

Discussion

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

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

There is a definite correlation between the rising cost of land, building materials and development costs as it relates to the lack of affordable housing in the Consortium area. All three of these factors have had a hand in driving up the cost of housing in the Consortium area putting it out of reach to the vast majority of low and moderate-income households. The Consortium members administer a number of ordinances and regulations that may in some ways be considered obstacles to affordable housing; however, each represents an integral part of administration for the greater good of the community.

The following regulations, codes and policies were examined and determined necessary elements for city-wide planning for public safety and welfare. However, as noted each incorporates some degree of impediments to affordable housing:

1. Zoning Regulations
2. Subdivision Regulations
3. New Home Construction Codes
4. Unsafe Building Abatement Code
5. Property Taxes - City and County
6. Utility Board Restrictions
7. Southern Building Codes/BOCA
8. Code Enforcement
9. Unfunded Mandates

10. Poor Credit History

11. Inadequate Paying Jobs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Efforts to remove barriers to affordable housing include the following:

- Continuation of the Fair Housing Program to assure that every citizen has equal access to housing opportunities. Fair Housing Resolutions will be adopted declaring April Fair Housing Month. Bristol, Tennessee participates in a media project designed to enhance public awareness of Fair Housing laws. Johnson City conducts workshops, advertising and a complaint referral network to educate both providers of housing and those needing housing in our local community. Bristol, Virginia advertises on a local free public tv channel.
- Land Use Controls - Planning Commissions will continue working to implement land-use controls that promote housing development in a safe, efficient manner that is harmonious with existing neighborhoods.
- Zoning Ordinance - Board of Zoning Appeals shall monitor requests for zoning variances due to hardships imposed by specific zoning regulations to determine if existing regulations are unreasonable.
- Building Codes - Continue to monitor the International Building Code and BOCA for changes in restrictions which might be extraordinary and potentially unreasonable.
- Infrastructure Requirements - The Planning and Engineering Departments will scrutinize the impact of infrastructure costs, along with utility fees and subdivision design requirements on the provision of affordable housing.

Discussion

DRAFT

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

Introduction

This section discusses other actions to be addressed by the Community Development office of the City of Kingsport.

Actions planned to address obstacles to meeting underserved needs

In Spring 2017, the NET/SWV HOME Consortium completed an update to the jurisdiction's Analysis of Impediments to Fair Housing. This analysis identified several issues including obstacles to meeting underserved needs. Below are plans to address some of those obstacles:

- *The City of Kingsport has previously adopted a Fair Housing Ordinance that prohibits discrimination in housing practices and incorporates provisions of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988. The documents include protection for all citizens regardless of race, color, sex, religion, national origin, disability or familial status. The distribution of the "Fair Housing, It's Your Right" occurs with contacts with CDBG and other program beneficiaries. Fair Housing complaints are received and attended by the Community Development office of the City. As inquiries and complaints are received, they are reviewed and, as appropriate, either forwarded to the Fair Housing office of HUD, the Tennessee Human Rights Commission, or to Legal Services of Upper East Tennessee office which provides fair housing advocacy and counseling. Community Development also provides the locally produced "About Renting" booklet which provides valuable information regarding fair housing rights and remedies. City Community Development staff participates with the Legal Services of Upper East Tennessee staff in providing fair housing training to the staff of the Kingsport Housing and Redevelopment Authority. KHRA staff are traditional points of contact with populations identified as particularly prone to fair housing concerns. Community Development staff also provide Fair Housing information to the Kingsport Ministerial Alliance who are also points of contact with persons who tend to have some fair housing issues. The City will be continuing to strengthen and/or expand its cooperative relationship with the two new agencies previously mentioned in the Annual Plan, "Sons and Daughters of Douglass Association" and "HOPE". While previous outreach resulted in awareness of new programs and consideration of funding, Community Development hopes to continue development of a better coordinated approach and build on this new relationship as a vehicle to raise awareness of minority needs in the community at large. Community Development staff has been working with City Planning staff to ensure inclusion of non-discrimination and Fair Housing rights language in various communications the City Planning Department staff produce and distribute to citizens during development proposals. Staff believes that development projects generate a heightened awareness among affected citizenry and these would be excellent times to communicate*

Actions planned to foster and maintain affordable housing

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

Actions planned to reduce lead-based paint hazards

Housing rehabilitation programs and modernization of public housing units by the Kingsport Housing and Redevelopment Authority will continue to abate lead-based paint as it is encountered. Each unit rehabilitated by the City will be assessed for existing and potential lead-based paint hazards, which will be abated. The number of units targeted for rehabilitation or emergency repair is 20.

Actions planned to reduce the number of poverty-level families

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

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

Objectives used to meet this goal involve the use of federal funds for homeownership assistance, rehabilitation of housing, infrastructure improvement, utility tap fees and PSAs to educate the general public about fair housing choice. Efforts will be coordinated with the local Housing Authorities

Comprehensive Grant programs to provide rental units for low-income elderly, handicapped and

families.

Actions planned to develop institutional structure

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

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

The City has a tradition of supporting Public Service agencies with Federal and local funding. In 2019/2020, Community Development proposes to fund agencies which perform Public Service functions which serve low and moderate income persons in the City. The maximum amount available for Public Service funding is \$35,000. The Community Development office will receive applications from local agencies as part of the regular funding cycle. As part of the application process, Community Development staff will be providing specialized training to agencies which apply to ensure all CDBG regulations are adequately explained, goals and priorities of the Consolidated Plan are considered and funding agreement compliance issues may be enumerated. Specific requests submitted will be reviewed and evaluated by the Community Development Advisory Committee for performance and community needs assessment, presented to the Board of Mayor and Aldermen for review and approval for final allocation assignments.

HOPE VI – For Program Year 2019, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

Discussion

While the City of Kingsport is a regional leader in economic development strategies, the Community Development Block Grant program is not regularly utilized for these efforts. Although not directly related to the creation of jobs, per se, the CDBG program does support the Riverview Employment Outreach program which, as described in the above paragraph, connects low income persons with jobs available in the area.

Program Specific Requirements

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

Introduction

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

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

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

Other CDBG Requirements

| | |
|---|---------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

Discussion

DRAFT

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☐ New
☒ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

CDBG

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-20-MW-47-0004

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Kingsport, Tennessee

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

62-6000323

* c. Organizational DUNS:

0790275790000

d. Address:

* Street1: 225 W. Center Street

Street2:

* City: Kingsport

County/Parish:

Sullivan

* State:

TN: Tennessee

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code: 37660-4265

e. Organizational Unit:

Department Name:

Community Development

Division Name:

Community Development

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

Prefix:

Mrs.

* First Name:

Jessica

Middle Name:

* Last Name:

McMurray

Suffix:

Title: Community Development Planner

Organizational Affiliation:

City of Kingsport

* Telephone Number: (423) 224-2877

Fax Number:

* Email: JessicaMcMurray@KingsportTN.gov

Application for Federal Assistance SF-424

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

☒ City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

N/A - Entitlement

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

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

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

CDBG funds to be used to prevent, prepare for and respond to the novel coronavirus and the COVID-19 pandemic, projects and activities to benefit low and moderate income families.

Attach supporting documents as specified in agency instructions

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a Applicant * b. Program/Project

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

17. Proposed Project:* a Start Date: * b End Date: **18. Estimated Funding (\$):**

| | |
|--------------------|---|
| * a Federal | <input type="text" value="656,854.00"/> |
| * b. Applicant | <input type="text"/> |
| * c. State | <input type="text"/> |
| * d Local | <input type="text"/> |
| * e. Other | <input type="text"/> |
| * f Program Income | <input type="text"/> |
| * g TOTAL | <input type="text" value="656,854.00"/> |

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

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

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

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| | |
|--|-----------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| | Mayor |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| City of Kingsport | |

CERTIFICATIONS

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

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

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

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

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

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

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

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

Signature of Authorized Official

Date

Mayor, City of Kingsport

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

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

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

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

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

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

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

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

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

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

Excessive Force -- It has adopted and is enforcing:

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

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

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

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

Signature of Authorized Official

Date

Mayor, City of Kingsport

Title



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

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

September 11, 2020

The Honorable Patrick Shull
Mayor of Kingsport
225 W Center Street
Kingsport, TN 37660-4265

Dear Mayor Shull:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$407,522. Your cumulative amount for all allocation rounds is \$656,854.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent,

prepare for, and respond to coronavirus.

The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development



AGENDA ACTION FORM

Amend the FY 2021 General Purpose School Fund Budget

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

Action Form No.: AF-73-2021
 Work Session: March 1, 2021
 First Reading: March 2, 2021

Final Adoption: March 16, 2021
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2021 budget amendment number one at their meeting on February 9, 2021. This amendment increases the General Purpose School Fund budget by \$462,590. These funds are being appropriated from the General Purpose School Fund, Unreserved Fund Balance to fund the purchase of 1,385 student Chromebooks. Normally this purchase would have been made with funds budgeted in FY 2022, but if the order is placed in July these devices won't be delivered for approximately 90 days. If the order is placed in March, the devices can be in students' hands on the first day of school. The current plan is to leave the appropriation in next year's budget unspent and returning these funds to the Unreserved Fund Balance at the end of next fiscal year.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One – FY 2021 *Jm*

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*

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2020-21 GENERAL
PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number One to increase the estimated revenue for Fund Balance Appropriations by 462,590. The expenditure budget will be changed by increasing the appropriation for Regular Instructional Equipment by \$462,090.

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|---|----------------|--------------------------|-------------------|
| Fund 141: School Fund | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 141-0000-392-0100 Fund Balance Appropriations | 664,066 | 462,590 | 1,126,656 |
| Totals: | 664,066 | 462,590 | 1,126,656 |

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|--|----------------|--------------------------|-------------------|
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 141-7161-711-0722 Regular Instructional Equip. | 670,000 | 462,590 | 1,132,590 |
| Totals: | 670,000 | 462,590 | 1,132,590 |

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:

January 12, 2021

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2020-2021
BUDGET AMENDMENT NUMBER ONE

GENERAL PURPOSE SCHOOL FUNDS

STUDENT 1:1 DEVICE PURCHASE:

Traditionally, the purchase of student 1:1 devices are made in early July and received in early August. Information that we are receiving now indicates that orders placed in early July will be received approximately 90 days later. We have also been informed that if we order the devices in early March we should expect delivery in late April. In order to issue a purchase order for these devices we would need to have the funds available. The recommendation is to appropriate funds from the Unreserved Fund Balance and budget the funds as we normally would in the FY 22 budget. We would leave these funds unspent and add them back to the Unreserved Fund Balance at the end of FY 22.

It is recommended that the estimated revenue for Unreserved Fund Balance and the appropriation for Instructional Equipment be increased by \$462,590.



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-75-2021
 Work Session: March 1, 2021
 First Reading: March 2, 2021

Final Adoption: March 16, 2021
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation: Approve the Ordinance.

Executive Summary:

The General Fund budget is being amended by increasing various revenue and expense accounts to adjust the General Fund budget to actual. The total amount of the adjustment is \$2,271,450.

The General Projects-Special Revenue Fund budget is being amended by appropriating a contribution from Coca-Cola to the Coca-Cola Appropriation project (NC1604) in the amount of \$45,465 and by appropriating \$245,910 from the General Fund (110-4804-481.70-35) to the Bentek Payroll Benefits project (NC2009) in the amount of \$67,938 and to the General Projects project (NC2100) in the amount of \$177,972.

The State Street Aid Fund is being amended by increasing the Gasoline & Motor Fuel Tax revenue line (121-0000-332.60-00) by \$129,300 and the From General Fund revenue line (121-0000-391.01-00) by \$78,200 and decreasing the Fund Balance Appropriations revenue line (121-0000-392.01-00) by \$7,500, establishing a \$200,000 budget for the Construction Contracts expense line (121-4024-461.20-22) to pave a section of Fort Henry Drive.

The General Projects Fund is being amended by appropriating \$690,000 from the General Fund (110-4804-481.70-36) to the Wilcox Lighting project (GP1809) in the amount of \$55,000, to the Public Safety Software & Equipment project (GP2103) in the amount of \$500,000, to the Pickleball project (GP2109) in the amount of \$75,000, and to the Signal Shed project (GP2110) in the amount \$60,000.

The Solid Waste Fund is being amended by increasing various revenue and expense accounts to adjust the budget to actual. The total amount of the adjustment is \$155,710.

The Meadowview Fund and the Meadowview Project Fund are being amended by appropriating \$40,000 from the General Fund (110-4804-481.70-26) to the Meadowview Fund (420-6996-696.76-04) to establish the Meadowview Chairs project (MV2100) in the amount of \$40,000.

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: *cm*

| | Y | N | O |
|----------|---|---|---|
| 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 Fund budget be amended by increasing various revenue and expense accounts to adjust the General Fund budget to actual. The total amount of the adjustment is \$2,271,450.

SECTION II. That the General Projects-Special Revenue Fund budget be amended by appropriating a contribution from Coca-Cola to the Coca-Cola Appropriation project (NC1604) in the amount of \$45,465 and by appropriating \$245,910 from the General Fund (110-4804-481.70-35) to the BenteK Payroll Benefits project (NC2009) in the amount of \$67,938 and to the General Projects project (NC2100) in the amount of \$177,972.

SECTION III. That the State Street Aid Fund be amended by increasing the Gasoline & Motor Fuel Tax revenue line (121-0000-332.60-00) by \$129,300 and the From General Fund revenue line (121-0000-391.01-00) by \$78,200 and decreasing the Fund Balance Appropriations revenue line (121-0000-392.01-00) by \$7,500, establishing a \$200,000 budget for the Construction Contracts expense line (121-4024-461.20-22) to pave a section of Fort Henry Drive.

SECTION IV. That the General Projects Fund be amended by appropriating \$690,000 from the General Fund (110-4804-481.70-36) to the Wilcox Lighting project (GP1809) in the amount of \$55,000, to the Public Safety Software & Equipment project (GP2103) in the amount of \$500,000, to the Pickleball project (GP2109) in the amount of \$75,000, and to the Signal Shed project (GP2110) in the amount \$60,000.

SECTION V. That the Solid Waste Fund be amended by increasing various revenue and expense accounts to adjust the budget to actual. The total amount of the adjustment is \$155,710.

SECTION VI. That the Meadowview Fund and the Meadowview Project Fund be amended by appropriating \$40,000 from the General Fund (110-4804-481.70-26) to the Meadowview Fund (420-6996-696.76-04) to establish the Meadowview Chairs project (MV2100) in the amount of \$40,000.

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|--|---------------|--------------------------|-------------------|
| <u>General Fund: 110</u> | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 110-0000-311.10-10 Commercial | 10,976,000 | 254,249 | 11,230,249 |
| 110-0000-311.10-15 Industrial | 2,701,700 | 133,429 | 2,835,129 |
| 110-0000-311.10-20 Farm | 100,100 | (6,074) | 94,026 |
| 110-0000-311.10-25 Agriculture | 56,700 | (1,904) | 54,796 |
| 110-0000-311.10-30 Residential | 14,013,000 | 387,000 | 14,400,000 |
| 110-0000-311.10-40 Forestry | 14,800 | 87 | 14,887 |
| 110-0000-311.10-50 Public Utilities | 28,400 | (28,400) | 0 |
| 110-0000-311.20-10 Tan Commercial | 8,002,000 | (292,000) | 7,710,000 |
| 110-0000-311.30-00 Public Utilities-SA | 1,030,600 | 169,400 | 1,200,000 |

| | | | | |
|--------------------|---------------------------|------------|-----------|------------|
| 110-0000-311.40-00 | Prior Years | 300,000 | 400,000 | 700,000 |
| 110-0000-312.10-00 | KHRA-PILOT | 6,000 | 6,000 | 12,000 |
| 110-0000-312.60-00 | KEDB-PILOT | 1,274,000 | 238,154 | 1,512,154 |
| 110-0000-312.90-00 | Other-PILOT | 28,000 | (2,000) | 26,000 |
| 110-0000-314.10-00 | Wholesale Beer Tax | 1,210,000 | (70,000) | 1,140,000 |
| 110-0000-314.20-00 | Wholesale Liquor Tax | 470,600 | 129,400 | 600,000 |
| 110-0000-314.30-00 | Beer Privilege Tax | 14,500 | 266 | 14,766 |
| 110-0000-314.31-00 | Beer Permit Applications | 3,800 | (300) | 3,500 |
| 110-0000-315.10-00 | Gross Receipts Tax | 1,430,900 | 169,100 | 1,600,000 |
| 110-0000-315.30-00 | New License Fee | 3,300 | 1,200 | 4,500 |
| 110-0000-315.40-00 | Minimal Activity License | 700 | 300 | 1000 |
| 110-0000-315.50-00 | Transient Vendor License | 100 | (50) | 50 |
| 110-0000-316.10-00 | Cable TV Franchise | 790,000 | (12,000) | 778,000 |
| 110-0000-316.15-00 | AEP Franchise | 3,900,000 | (50,000) | 3,850,000 |
| 110-0000-316.20-00 | Motel-Room Occupancy Tax | 900,000 | (125,000) | 775,000 |
| 110-0000-317.10-00 | Property Tax P&I | 150,000 | 100,000 | 250,000 |
| 110-0000-317.12-00 | Publicity & Postage | 5,000 | 2,000 | 7,000 |
| 110-0000-321.10-00 | Contractor Licenses | 13,000 | 1,000 | 14,000 |
| 110-0000-322.10-00 | Building Permits | 250,000 | (1,500) | 248,500 |
| 110-0000-322.20-00 | Electrical Permits | 30,000 | 8,500 | 38,500 |
| 110-0000-322.30-00 | Natural Gas Permits | 40,000 | (2,500) | 37,500 |
| 110-0000-322.40-00 | Plumbing Permits | 20,000 | (3,500) | 16,500 |
| 110-0000-322.50-00 | Fortunetellers | 200 | (200) | 0 |
| 110-0000-332.05-00 | Hall Income Tax | 150,000 | 0 | 150,000 |
| 110-0000-332.10-00 | Sales Tax | 4,220,000 | 580,000 | 4,800,000 |
| 110-0000-332.12-00 | Telecommunication Sale Tx | 60,000 | 20,000 | 80,000 |
| 110-0000-332.13-00 | Telecom Privilege | 0 | 3,000 | 3,000 |
| 110-0000-332.15-00 | Beer Tax | 24,000 | (1,000) | 23,000 |
| 110-0000-332.20-00 | Mix Drink Tax | 260,000 | (70,000) | 190,000 |
| 110-0000-332.25-00 | Street & Transport | 101,700 | 94 | 101,794 |
| 110-0000-332.35-00 | Supplement Fireman Salary | 96,000 | (16,000) | 80,000 |
| 110-0000-332.40-00 | Supplement Police Salary | 83,200 | (800) | 82,400 |
| 110-0000-332.45-00 | In-Lieu intangible Per PR | 60,000 | 0 | 60,000 |
| 110-0000-332.50-00 | TVA In-Leau of Tax | 630,000 | (43,909) | 586,091 |
| 110-0000-332.52-00 | TVA Impact Payment | 190,000 | (10,135) | 179,865 |
| 110-0000-332.57-00 | Direct Appropriation | 1,223,374 | 0 | 1,223,374 |
| 110-0000-332.58-00 | Coronavirus Relief Funds | 0 | 811,140 | 811,140 |
| 110-0000-332.71-00 | FTDD Area Agency on Aging | 46,250 | (14,250) | 32,000 |
| 110-0000-333.05-00 | Sales Tax-Hawkins | 875,000 | 125,000 | 1,000,000 |
| 110-0000-333.10-00 | Sales Tax-Sullivan | 15,625,000 | 1,375,000 | 17,000,000 |
| 110-0000-333.15-00 | Cont Bays Mtn Park | 25,000 | (10,000) | 15,000 |
| 110-0000-333.20-00 | Cont Fire Service | 187,200 | 25 | 187,225 |
| 110-0000-333.35-00 | Admin-Building | 0 | 100,000 | 100,000 |
| 110-0000-337.12-28 | HIDTA | 0 | 5,000 | 5,000 |
| 110-0000-341.10-14 | Athletic Uniform Fee | 0 | 75 | 75 |

| | | | | |
|--------------------|----------------------------|---------|----------|---------|
| 110-0000-341.10-15 | Summer Prog Activity Fee | 10,000 | (10,000) | 0 |
| 110-0000-341.10-20 | Allandale Rental | 75,000 | (30,000) | 45,000 |
| 110-0000-341.10-50 | Auditorium Receipts | 32,700 | (7,700) | 25,000 |
| 110-0000-341.10-59 | FunFest Softball Tourn. | 0 | 1,530 | 1,530 |
| 110-0000-341.10-60 | Concession Receipts | 125,000 | (20,000) | 105,000 |
| 110-0000-341.10-61 | Athletic Facility Rentals | 25,000 | 3,000 | 28,000 |
| 110-0000-341.10-62 | Athletic Programs | 45,000 | (8,000) | 37,000 |
| 110-0000-341.10-63 | Cultural Arts Prog | 7,500 | (2,565) | 4,935 |
| 110-0000-341.10-64 | Renaissance Set Up | 7,500 | (4,000) | 3,500 |
| 110-0000-341.10-70 | Renaissance | 50,000 | (15,000) | 35,000 |
| 110-0000-341.10-80 | Community Ctr Rent | 15,500 | 0 | 15,500 |
| 110-0000-341.10-81 | VO Dobbins Rent | 174,300 | 7,300 | 181,600 |
| 110-0000-341.10-85 | Comm Prog Events | 10,000 | (6,500) | 3,500 |
| 110-0000-341.10-86 | Lynn View Com Ctr | 1,500 | (600) | 900 |
| 110-0000-341.10-88 | Farmer's Market Building | 8,000 | (3,700) | 4,300 |
| 110-0000-341.10-90 | Other Rec Receipts | 0 | 145 | 145 |
| 110-0000-341.10-95 | Dog Park Fees | 3,200 | 100 | 3,300 |
| 110-0000-341.10-96 | Carousel Tickets | 30,000 | (15,000) | 15,000 |
| 110-0000-341.10-97 | Carousel Rentals | 20,000 | (12,000) | 8,000 |
| 110-0000-341.10-98 | Carousel Events | 5,000 | (5,000) | 0 |
| 110-0000-341.20-10 | Senior Center Dues | 32,500 | (22,500) | 10,000 |
| 110-0000-341.20-20 | Sr. Cen Trans Fees | 4,000 | (4,000) | 0 |
| 110-0000-341.26-10 | Ad. Ed. Class Fees | 1,500 | (1,500) | 0 |
| 110-0000-341.30-10 | BMP Entrance Fees | 90,000 | (15,000) | 75,000 |
| 110-0000-341.30-15 | BMP School Program Fees | 20,000 | (19,730) | 270 |
| 110-0000-341.30-20 | BMP Planetarium Fees | 20,000 | (20,000) | 0 |
| 110-0000-341.30-40 | BMP Barge Rides | 5,000 | 2,400 | 7,400 |
| 110-0000-341.30-50 | BMP Nature Show Fees | 600 | 400 | 1,000 |
| 110-0000-341.30-60 | BMP Mountain Bike Fees | 300 | (50) | 250 |
| 110-0000-341.30-70 | BMP Ropes Course Fees | 17,000 | (17,000) | 0 |
| 110-0000-341.30-90 | BMP Primitive Camping Fees | 0 | 150 | 150 |
| 110-0000-341.30-95 | Facility Rental Fees | 1,800 | 0 | 1,800 |
| 110-0000-341.60-87 | FM Merchandise | 300 | (300) | 0 |
| 110-0000-341.60-89 | FM Booth Fees | 8,500 | 1,000 | 9,500 |
| 110-0000-342.40-00 | Sexual Offenders | 6,000 | 0 | 6,000 |
| 110-0000-342.72-00 | Driver's School | 20,000 | (2,500) | 17,500 |
| 110-0000-342.73-00 | Child Restraint Class | 0 | 225 | 225 |
| 110-0000-342.85-20 | Food Truck Inspection | 1,500 | (1,000) | 500 |
| 110-0000-342.85-22 | Food Truck Renewal | 600 | (200) | 400 |
| 110-0000-342.85-25 | Food Truck 3 Day Permit | 500 | (300) | 200 |
| 110-0000-348.10-00 | Business License Rec Fee | 0 | 7 | 7 |
| 110-0000-348.21-00 | Commercial Plans Review | 10,000 | (5,000) | 5,000 |
| 110-0000-348.40-00 | E-911 Charges | 296,500 | 1 | 296,501 |
| 110-0000-348.40-10 | E-911 Supplemental Pay | 11,000 | 5,000 | 16,000 |
| 110-0000-348.68-00 | Contracted Maint-State Rd | 250,000 | 0 | 250,000 |

| | | | | |
|--------------------|-----------------------------|-------------------|------------------|-------------------|
| 110-0000-348.80-00 | Engineering Fees | 500,000 | 0 | 500,000 |
| 110-0000-348.90-02 | Mount Carmel | 400 | (400) | 0 |
| 110-0000-351.10-00 | Sessions Court Fines | 40,000 | (5,000) | 35,000 |
| 110-0000-351.20-00 | Circuit Court Fines | 10,000 | 0 | 10,000 |
| 110-0000-351.30-00 | Police Court Fines | 100,000 | (35,000) | 65,000 |
| 110-0000-351.30-65 | Red Light Camera Fines | 333,600 | 26,400 | 360,000 |
| 110-0000-351.31-00 | Local Court Costs | 125,000 | (29,000) | 96,000 |
| 110-0000-351.31-66 | Red Light Court Costs | 30,000 | (11,000) | 19,000 |
| 110-0000-351.32-00 | Local Litigation Fee | 6,000 | (1,300) | 4,700 |
| 110-0000-351.60-00 | Drug Fines | 14,000 | 4,500 | 18,500 |
| 110-0000-361.10-00 | Earnings On Investments | 50,000 | (30,000) | 20,000 |
| 110-0000-364.20-00 | From Corporations | 100,000 | 0 | 100,000 |
| 110-0000-364.20-10 | KPT Lifesaving Crew | 75,000 | 0 | 75,000 |
| 110-0000-364.30-00 | From Non-Profits | 100,000 | 25,000 | 125,000 |
| 110-0000-364.30-00 | Land Sales | 0 | 10,610 | 10,610 |
| 110-0000-368.15-00 | Rental of Land & Building | 28,800 | 60 | 28,860 |
| 110-0000-368.30-00 | Return Check Charge | 1,200 | (300) | 900 |
| 110-0000-368.30-67 | Red Light Cam Fines | 200 | (80) | 120 |
| 110-0000-368.32-00 | Vending Machine Revenue | 0 | 2,500 | 2,500 |
| 110-0000-368.55-20 | Police Copies | 50 | 0 | 50 |
| 110-0000-368.77-00 | Convenience Fee | 3,150 | 50 | 3,200 |
| 110-0000-368.79-00 | Tax Processing Fee | 8,000 | 1,600 | 9,600 |
| 110-0000-368.99-00 | Miscellaneous | 100,000 | 50,000 | 150,000 |
| 110-0000-391.21-00 | From School Fund | 275,000 | (95,000) | 180,000 |
| 110-0000-391.69-00 | From Visitors Enhancement | 72,200 | (72,200) | 0 |
| 110-0000-392.01-00 | Fund Balance Appropriations | 3,431,579 | (1,600,000) | 1,831,579 |
| 110-0000-393.37-04 | AC-Admin Fee | 45,400 | 0 | 45,400 |
| 110-0000-393.42-04 | Sewer-Admin Fee | 595,400 | 0 | 595,400 |
| 110-0000-393.42-60 | Sewer PILOT | 838,000 | 0 | 838,000 |
| 110-0000-393.45-04 | Water Admin Fee | 968,000 | 0 | 968,000 |
| 110-0000-393.45-60 | Water PILOT | 653,000 | 0 | 653,000 |
| 110-0000-393.89-04 | ST WA-Admin Fee | 84,600 | 0 | 84,600 |
| Totals: | | 81,651,503 | 2,271,450 | 83,922,953 |

Expenditures:

| <u>Expenditures:</u> | | \$ | \$ | \$ |
|-----------------------|--------------------------|------------------|--------------------|--------------------|
| 110-1001-401.20-99 | Miscellaneous | 0 | 35,000 | 35,000 |
| 110-1005-405.80-51 | SBK Animal Control | 260,800 | 39,200 | 300,000 |
| 110-1005-405.80-80 | Sullivan Co Econ Dev D S | 200,000 | 52,000 | 252,000 |
| 110-3501-451.20-81 | Accreditation | 5,000 | 5,000 | 10,000 |
| 110-4804-481.70-23 | To State Street Aid Fund | 700,000 | 78,200 | 778,200 |
| 110-4804-481.70-26 | To Meadowview Fund | 0 | 40,000 | 40,000 |
| 110-4804-481.70-35 | To Gen Proj-Special Rev | 465,070 | 245,910 | 710,980 |
| 110-4804-481.70-36 | To General Project Fund | 2,525,000 | 690,000 | 3,215,000 |
| 110-4806-481.10-98 | 2% COLA | 0 | \$275,000 | \$275,000.00 |
| 110-4810-481.20-99 | Miscellaneous | 1,223,374 | 811,140 | 2,034,514 |
| <i>Totals:</i> | | 5,379,244 | \$2,271,450 | \$7,650,694 |

General Projects-Special Revenue Fund: 111**Coca-Cola Appropriation (NC1604)****Revenues:**

| | \$ | \$ | \$ |
|--------------------------------------|---------------|---------------|---------------|
| 111-0000-364.20-00 From Corporations | 32,000 | 45,465 | 77,465 |
| Totals: | 32,000 | 45,465 | 77,465 |

Expenditures:

| | | | |
|------------------------------|---------------|---------------|---------------|
| 111-0000-601.90-04 Equipment | 32,000 | 45,465 | 77,465 |
| Totals: | 32,000 | 45,465 | 77,465 |

Bentek Payroll Benefits (NC2009)**Revenues:**

| | \$ | \$ | \$ |
|-------------------------------------|---------------|---------------|----------------|
| 111-0000-391-0100 From General Fund | 73,000 | 67,938 | 140,938 |
| Totals: | 73,000 | 67,938 | 140,938 |

Expenditures:

| | | | |
|---|---------------|---------------|----------------|
| 111-0000-601-2057 Computer Repairs & Maint. | 73,000 | 67,938 | 140,938 |
| Totals: | 73,000 | 67,938 | 140,938 |

General Projects (NC2100)**Revenues:**

| | \$ | \$ | \$ |
|--------------------------------------|---------------|----------------|----------------|
| 111-0000-391.01-00 From General Fund | 89,175 | 177,972 | 267,147 |
| Totals: | 89,175 | 177,972 | 267,147 |

Expenditures:

| | | | |
|---------------------------------|---------------|----------------|----------------|
| 111-0000-601.90-03 Improvements | 89,175 | 177,972 | 267,147 |
| Totals: | 89,175 | 177,972 | 267,147 |

State Street Aid Fund: 121**Revenues:**

| | \$ | \$ | \$ |
|--|------------------|----------------|------------------|
| 121-0000-332.60-00 Gasoline & Motor Fuel Tax | 1,640,700 | 129,300 | 1,770,000 |
| 121-0000-391.01-00 From General Fund | 700,000 | 78,200 | 778,200 |
| 121-0000-392.01-00 Fund Balance Appropriations | 7,500 | (7,500) | 0 |
| Totals: | 2,348,200 | 200,000 | 2,548,200 |

Expenditures:

| | | | |
|---|----------|----------------|----------------|
| 121-4024-461.20-22 Construction Contracts | 0 | 200,000 | 200,000 |
| Totals: | 0 | 200,000 | 200,000 |

General Project Fund: 311**Street Lights (GP1809)****Revenues:**

| | \$ | \$ | \$ |
|--|----------------|---------------|----------------|
| 311-0000-368.10-55 Series 2017 A GO Bonds | 85,334 | 0 | 85,334 |
| 311-0000-368.10-66 Series 2019 GO Improvment | 26,834 | 0 | 26,834 |
| 311-0000-368.21-01 Premium From Bond Sale | 8,746 | 0 | 8,746 |
| 311-0000-391.01-00 From General Fund | 1,062 | 55,000 | 56,062 |
| Totals: | 121,976 | 55,000 | 176,976 |

Expenditures:

| | \$ | \$ | \$ |
|--------------------------------------|----------------|---------------|----------------|
| 311-0000-601.40-41 Bond Sale Expense | 1,976 | 0 | 1,976 |
| 311-0000-601.90-03 Improvements | 120,000 | 55,000 | 175,000 |
| Totals: | 121,976 | 55,000 | 176,976 |

Public Safety Software & Equip (GP2103)**Revenues:**

| | \$ | \$ | \$ |
|--------------------------------------|----------------|----------------|------------------|
| 311-0000-391.01-00 From General Fund | 788,917 | 500,000 | 1,288,917 |
| Totals: | 788,917 | 500,000 | 1,288,917 |

Expenditures:

| | \$ | \$ | \$ |
|--|----------------|----------------|------------------|
| 311-0000-601.90-04 Equipment | 0 | 500,000 | 500,000 |
| 311-0000-601.90-08 Software \$5,000 & Over | 788,917 | 0 | 788,917 |
| Totals: | 788,917 | 500,000 | 1,288,917 |

Pickleball (GP2109)**Revenues:**

| | \$ | \$ | \$ |
|--------------------------------------|----------|---------------|---------------|
| 311-0000-391.01-00 From General Fund | 0 | 75,000 | 75,000 |
| Totals: | 0 | 75,000 | 75,000 |

Expenditures:

| | \$ | \$ | \$ |
|---------------------------------|----------|---------------|---------------|
| 311-0000-601.90-03 Improvements | 0 | 75,000 | 75,000 |
| Totals: | 0 | 75,000 | 75,000 |

Signal Shed (GP2110)**Revenues:**

| | \$ | \$ | \$ |
|--------------------------------------|----------|---------------|---------------|
| 311-0000-391.01-00 From General Fund | 0 | 60,000 | 60,000 |
| Totals: | 0 | 60,000 | 60,000 |

Expenditures:

| | \$ | \$ | \$ |
|---------------------------------|----------|---------------|---------------|
| 311-0000-601.90-03 Improvements | 0 | 60,000 | 60,000 |
| Totals: | 0 | 60,000 | 60,000 |

Fund 415: Solid Waste Fund**Revenues:**

| | \$ | \$ | \$ |
|---|------------------|----------------|------------------|
| 415-0000-343.10-10 Inside Res 1 Cart | 1,700,000 | 20,000 | 1,720,000 |
| 415-0000-343.10-11 Inside Res Ad Cart | 80,000 | 0 | 80,000 |
| 415-0000-343.10-20 Outside Resident 1 Cart | 300,000 | 40,000 | 340,000 |
| 415-0000-343.10-21 Outside Resident Ad Cart | 12,000 | 4,000 | 16,000 |
| 415-0000-343.10-30 Commercial Cart Pickup | 100,000 | 20,000 | 120,000 |
| 415-0000-343.10-50 Mobile Home Park | 50,000 | 4,000 | 54,000 |
| 415-0000-343.10-75 Dumpster Pickup | 115,000 | 35,000 | 150,000 |
| 415-0000-343.11-00 Construction Waste | 13,800 | 3,700 | 17,500 |
| 415-0000-343.12-00 Mt Carmel Collection | 156,000 | 7,125 | 163,125 |
| 415-0000-343.15-00 Special Pickup Fee | 7,000 | 1,000 | 8,000 |
| 415-0000-343.20-00 Tire Disposal Charges | 5,500 | (1,000) | 4,500 |
| 415-0000-343.25-00 Compost Sales | 1,000 | (500) | 500 |
| 415-0000-343.26-00 Hay Sales | 0 | 100 | 100 |
| 415-0000-343.40-00 Back-Door Collection | 18,500 | 3,500 | 22,000 |
| 415-0000-343.55-00 Wood Chip Feul | 25,000 | (25,000) | 0 |
| 415-0000-343.60-00 Landfill Tipping Fee | 353,410 | 46,590 | 400,000 |
| 415-0000-343.65-10 Roll Off Dumpsters | 40,840 | (3,640) | 37,200 |
| 415-0000-343.65-20 Tipping Fees | 12,900 | 1,500 | 14,400 |
| 415-0000-343.70-00 Garbage Cart Fee | 1,900 | 1,400 | 3,300 |
| 415-0000-361.10-00 Earnings On Investments | 5,000 | (1,500) | 3,500 |
| 415-0000-361.22-00 Int LGIP | 250 | (210) | 40 |
| 415-0000-391.01-00 From General Fund | 1,500,000 | 0 | 1,500,000 |
| 415-0000-392.01-00 From Fund Balance App | 355 | (355) | 0 |
| Totals: | 4,498,455 | 155,710 | 4,654,165 |

Expenditures:

| | | | |
|------------------------------|----------|----------------|----------------|
| 415-4022-462.90-04 Equipment | 0 | 155,710 | 155,710 |
| Totals: | 0 | 155,710 | 155,710 |

Fund 420: Meadowview Fund**Revenues:**

| | \$ | \$ | \$ |
|--------------------------------------|----------|---------------|---------------|
| 420-0000-391.01-00 From General Fund | 0 | 40,000 | 40,000 |
| Totals: | 0 | 40,000 | 40,000 |

Expenditures:

| | | | |
|---|----------|---------------|---------------|
| 420-6996-696.76-04 To Meadowview Project Fund | 0 | 40,000 | 40,000 |
| Totals: | 0 | 40,000 | 40,000 |

Fund 454: Meadowview Project Fund

Meadowview Chairs (MV2100)

Revenues:

| | \$ | \$ | \$ |
|---|----|--------|--------|
| 454-0000-391-49-00 Meadowview Conference CT | 0 | 40,000 | 40,000 |

Totals:

| | | | |
|--|----------|---------------|---------------|
| | 0 | 40,000 | 40,000 |
|--|----------|---------------|---------------|

Expenditures:

| | | | |
|---------------------------------|---|--------|--------|
| 454-0000-601-90-03 Improvements | 0 | 40,000 | 40,000 |
|---------------------------------|---|--------|--------|

Totals:

| | | | |
|--|----------|---------------|---------------|
| | 0 | 40,000 | 40,000 |
|--|----------|---------------|---------------|

SECTION VII. 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 City Code Section 98-405, Subsection (e) Pertaining to Penalties for Violations of Energy Absorption System, etc. for Vehicles

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

Action Form No.: AF-57-2021
 Work Session: February 15, 2021
 First Reading: February 16, 2021

Final Adoption: March 2, 2021
 Staff Work By: Capt. Gore
 Presentation By: Interim Chief Phipps

Recommendation:

Approve the Ordinance.

Executive Summary:

This action amends Kingsport Code of Ordinances Section 98-405, by replacing subsection (e) in its entirety as it pertains to the penalties for a violation of section 98-405. Kingsport Code of Ordinances section 98-405 requires all motor vehicles operated on any road, street, or highway to be equipped with a bumper or energy absorption system. The amendment to 98-405(e) specifies a fine not to exceed \$50 for a violation. This amendment conforms the applicable fine with similar fines imposed for violations of the code of ordinances which pertain to vehicle equipment and condition.

Attachments:

1. Ordinance

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

PRE-FILED CITY RECORDER

Revised 2/15/21

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE VII, SECTION 405 REGARDING ENERGY ABSORPTION SYSTEM REQUIRED; ALTERATION OF ALTITUDE OF PASSENGER CAR; MODIFICATION OF FRONT END; MODIFICATION OF STEERING MECHANISM; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That the Code of Ordinances, City of Kingsport Tennessee Section 405, Article VII, Chapter 98 is hereby amended by deleting Subsection (e) of Section 405 in its entirety and substituting in its place the following:

(e) If the vehicle is found not to be in compliance with this section, the operator shall be fined an amount not to exceed \$50.00. The vehicle may, however, be operated for the purpose of traveling to and from an establishment or location where repairs are to be performed.

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Amend City Code Section 98-407 Pertaining to Penalties for Violation for Use of Safety Belts

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

Action Form No.: AF-58-2021
 Work Session: February 15, 2021
 First Reading: February 16, 2021

Final Adoption: March 2, 2021
 Staff Work By: Capt. Gore
 Presentation By: Interim Chief Phipps

Recommendation:

Approve the Ordinance.

Executive Summary:

This action amends Kingsport Code of Ordinances section 98-407 which prescribes the penalties for a violation of Kingsport Code of Ordinances section 98-406 which requires operators and passengers to use safety belts in passenger motor vehicles. This amendment conforms the Kingsport Code of Ordinances with Tennessee Code Annotated section 55-9-603(d). The ordinance amends the fine for a first offense safety belt violation from \$10.00 to \$30.00 and from \$20.00 to \$50.00 for second and subsequent violations.

Attachments:

1. Ordinance

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

PRE-FILED
CITY RECORDER

Revised 2/15/21

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE VII, SECTION 407 REGARDING PENALTIES FOR VIOLATION OF USE OF SAFETY BELTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That the Code of Ordinances, City of Kingsport Tennessee Section 407, Article VII, Chapter 98 is hereby amended by deleting Subsection (a) of Section 407 in its entirety and substituting in its place the following:

(a) A person convicted of a violation of section 98-406 shall be fined \$30.00 for a first violation and \$50.00 for each subsequent violation.

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

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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



AGENDA ACTION FORM

Amend the Current First Tennessee Agency on Aging Grant Due to Additional Corona Virus Funds and Appropriate the Funds

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

Action Form No.: AF-54-2021
 Work Session: February 15, 2021
 First Reading: February 16, 2021

Final Adoption: March 2, 2021
Staff Work By: Shirley Buchanan
Presentation By: Shirley Buchanan

Recommendation:

Approve the Ordinance.

Executive Summary:

The FTAAAD has received additional federal funds to supply each Senior Center with an additional \$9,250 to be used for a Thermal Scanner, an additional check in station, and 8 additional hand held scanners.

Attachments:

1. Ordinance
2. Grant Contract Amendment

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: *mc*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL 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 Fund budget be amended by appropriating additional funds granted from the First Tennessee Agency on Aging grant received from the First Tennessee Development District in the amount of \$9,250.

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|--|---------------|--------------------------|-------------------|
| <u>General Fund: 110</u> | | | |
| <u>Revenues:</u> | \$ | \$ | \$ |
| 110-0000-332.71-00 FTDD Area Agency On Aging | 37,000 | 9,250 | 46,250 |
| <i>Totals:</i> | 37,000 | 9,250 | 46,250 |
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 110-4520-472.20-20 Professional/Consultant | 40,000 | 9,250 | 49,250 |
| <i>Totals:</i> | 40,000 | 9,250 | 49,250 |

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:



CONTRACT AMENDMENT COVER SHEET

| | | | | | |
|--|-------------------------|----------------------|-------------------|-------|-----------------------|
| Agency Tracking # | Edison ID | Contract # 106-21 | Amendment # 2 | | |
| Contractor Legal Entity Name CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER | | | Edison Vendor ID | | |
| Amendment Purpose & Effect(s) ADRC COVID grant | | | | | |
| Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | End Date: 6/30/2021 | | | |
| TOTAL Contract Amount INCREASE <u>per this Amendment</u> (zero if N/A): | | | \$9,250.00 | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
| 2021 | 20,000.00 | 26,250.00 | | | 46,250.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | 20,000.00 | 26,250.00 | | | 46,250.00 |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. | | | CPO USE | | |
| Speed Chart (optional) | Account Code (optional) | | | | |

**AMENDMENT 2
OF CONTRACT 106-21**

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

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

- C.1. **Maximum Liability.** In no event shall the maximum liability of the Grantor under this Grant Contract exceed Forty-six Thousand Two Hundred Fifty Dollars (\$46,250.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachments A and C is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

Amendment Effective Date. The revisions set forth herein shall be effective January 29, 2021. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER:

SIGNATURE

DATE

Patrick W. Shull, Mayor

FIRST TENNESSEE DEVELOPMENT DISTRICT AREA AGENCY ON AGING AND DISABILITY

Chih Craig 1/28/21
Christopher L. Craig, Executive Director Date

Kathy Whitaker 1/28/21
Kathy Whitaker, FTAAAD Director Date

ATTACHMENT A

| GRANT BUDGET | | | | |
|--|---|----------------|-----------------------|---------------|
| CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER | | | | |
| The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following | | | | |
| Applicable Period: 7/1/2020 END: 6/30/2021 | | | | |
| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1, 2 | Salaries, Benefits & Taxes | 32,000.00 | 509,550.00 | 541,550.00 |
| 4, 15 | Professional Fee, Grant & Award ² | 0.00 | 27,500.00 | 27,500.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | 14,250.00 | 174,750.00 | 189,000.00 |
| 11, 12 | Travel, Conferences & Meetings | 0.00 | 500.00 | 500.00 |
| 13 | Interest ² | 0.00 | 0.00 | 0.00 |
| 14 | Insurance | 0.00 | 550.00 | 550.00 |
| 18 | Specific Assistance To Individuals | 0.00 | 0.00 | 0.00 |
| 17 | Depreciation ² | 0.00 | 11,200.00 | 11,200.00 |
| 18 | Other Non-Personnel ² | 0.00 | 800.00 | 800.00 |
| 20 | Capital Purchase ² | 0.00 | 0.00 | 0.00 |
| 22 | Indirect Cost | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expense | 0.00 | 0.00 | 0.00 |
| 25 | GRAND TOTAL | 46,250.00 | 724,850.00 | 771,100.00 |

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

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

ATTACHMENT C

GRANT BUDGET – SOURCE OF FUNDS

| Program | CFDA # | Federal Funding | State Funding | Total Grant |
|-------------------------------|--------|-----------------|---------------|-------------|
| Federal Funds | | | | |
| Title III-B: Support Services | 93.044 | 17,000.00 | | 17,000.00 |
| ADRC | 93.048 | 9,250.00 | | 9,250.00 |
| State Funds | | | | |
| State Senior Center | N/A | | 20,000.00 | 20,000.00 |
| Total | | 26,250.00 | 20,000.00 | 46,250.00 |

ADRC BUDGET

AAAD

Submission Date

Senior Center ADRC Budget

FTAAAD

Kingsport

Item

Place

Purchased by AAAD

Estimated C

Quantity

Total Cost

Thermo
Scanner

Total
Amendment

MySenior Center handheld scanner

Kingsport

no

8.00

3,200.00

MySenior Center touchscreen

Kingsport

no

1.00

4,500.00

7,700.00

1,550.00

9,250.00



AGENDA ACTION FORM

Enter into a Materials Agreement with LandStar, LLC, Related to the West Gate 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-39-2021
 Work Session: February 15, 2021
 First Reading: February 16, 2021

Final Adoption: **March 2, 2021**
 Staff Work By: David Harris
 Presentation By: R. McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

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

Pursuant to the policy, LandStar, LLC has requested that the proposed West Gate Phase 1 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$33,454.08 for a new twenty eight (28) lot development.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 574 Building Permits and 516 Certificates of Occupancy have been issued to date.

Attachments:

1. Ordinance
2. Agreement
3. Cost Table
4. Location Map
5. Development Chart

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 | — | — | — |

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE WEST GATE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2152 AND SW2152); 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 \$13,403 and by decreasing the funds transferred from the Sewer Fund operating budget by \$17,149 to the West Gate Phase 1 projects (WA2152 and SW2152) to fund the materials agreement.

Account Number/Description:

Water Project Fund:451
West Gate Phase 1 (WA2152)
Revenues

451-0000-391.45-00 From the Water Fund

Totals:

Expenditures:

451-0000-605.90-03 Improvements

Totals:

| <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|----------------------|---------------------------------|--------------------------|
| \$0 | \$13,403 | \$13,403 |
| \$0 | \$13,403 | \$13,403 |
| \$0 | \$13,403 | \$13,403 |
| \$0 | \$13,403 | \$13,403 |

Account Number/Description:

Sewer Project Fund:452
West Gate Phase 1 (SW2152)
Revenues

452-0000-391.42-00 From the Sewer Fund

Totals:

Expenditures:

452-0000-606.90-03 Improvements

Totals:

| | | |
|------------|-----------------|-----------------|
| \$0 | \$17,149 | \$17,149 |
| \$0 | \$17,149 | \$17,149 |
| \$0 | \$17,149 | \$17,149 |
| \$0 | \$17,149 | \$17,149 |

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
City Recorder Deputy

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 16th day of February, 2021, by and between the LandStar, 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 West Gate 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 480 LFT of Waterline and 960LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$33,454.08 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: West Gate Phase 1
 Date: February 9, 2021
 Developer: LandStar, LLC

File No.: 2020-D23

| Sanitary Sewer | | Anticipated | | Estimated | |
|----------------|------------------------------------|-------------|--------|--------------|-------------|
| Item # | Item Description | Units | U/M | Price | Total |
| 45003 | 8" x 14' SDR-35 gsktd Sewer Pipe | 70.00 | Joints | \$63.56 | \$4,449.20 |
| 45057 | 8" x 6" Tee Wye gsktd Sewer | 28.00 | each | \$39.18 | \$1,097.04 |
| 45112 | Manhole Frame & Covers V-1312-44 | 7.00 | each | \$253.76 | \$1,776.32 |
| 45226 | Manhole Base (24") w/ Invert | 7.00 | each | \$550.00 | \$3,850.00 |
| 45229 | Manhole Ring Riser 2" | 5.00 | each | \$31.00 | \$155.00 |
| 45230 | Manhole Ring Riser 4" | 2.00 | each | \$41.00 | \$82.00 |
| 45232 | Manhole Concrete 24" Riser | 3.00 | each | \$187.00 | \$561.00 |
| 45219 | Manhole Concrete 16" Concrete Cone | 4.00 | each | \$170.00 | \$680.00 |
| 45221 | Manhole Concrete 24" Concrete Cone | 2.00 | each | \$197.00 | \$394.00 |
| 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: | 452-0000-208-1250 | | | | \$13,402.56 |
| Sales Tax: | 452-0000-207-0201 | | | 9.50% | \$1,273.24 |
| Project # | SW2152 | | | Sewer Total: | \$14,675.80 |
| Expense To: | | | | | |
| Sewer Acct # | 452-0000-606-9003 | | | | |
| | | | | Grand Total: | \$33,454.08 |



Materials Agreement

Project: West Gate Phase 1
 Date: February 9, 2021
 Developer: LandStar, LLC

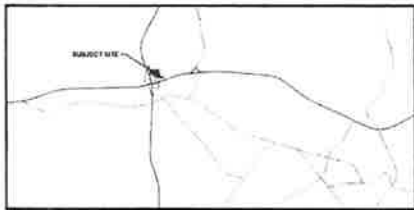
File No.: 2020-D23

| Water Line | | Anticipated | | Estimated | |
|---------------|-----------------------------|-------------|--------|--------------|-------------|
| Item # | Item Description | Units | U/M | Price | Total |
| 41864 | 8" x 18' D.I. Pipe | 28.00 | Joints | \$354.60 | \$9,928.80 |
| 42120 | 4' Bury Hydrant | 2.00 | each | \$1,610.00 | \$3,220.00 |
| 42325 | 6" MJ Gate Valve | 2.00 | each | \$479.70 | \$959.40 |
| 43031 | 8x8x6 Anchor Tee | 2.00 | each | \$105.31 | \$210.62 |
| 42845 | 6" x 18" MJ Anchor Coupling | 2.00 | each | \$92.52 | \$185.04 |
| 42335 | 8" MJ Gate Valve | 3.00 | each | \$764.05 | \$2,292.15 |
| 41794 | 8" Plug w/ 2" Tap | 3.00 | each | \$52.50 | \$157.50 |
| 42149 | 8" Tee w/ 2" Tap | 2.00 | each | \$97.80 | \$195.60 |
| | | | | | |
| | | | | | |
| | | | | | |
| Building Code | | | | | |
| | | | | | |
| | Receipt To: | | | | |
| Subtotal: | 451-0000-208-1250 | | | | \$17,149.11 |
| Sales Tax: | 451-0000-207-0201 | | | 9.50% | \$1,629.17 |
| Project # | WA2152 | | | Water Total: | \$18,778.28 |
| | Expense To: | | | | |
| Water Acct. # | 451-0000-605-9003 | | | | |



SITE DEVELOPMENT PLAN

Revised Phase I (1/14/2021)
West Gate Housing Development
Kingsport Tennessee



SITE LOCATION MAP
NOT TO SCALE

SHEET INDEX

| | |
|-----------|--|
| SHEET 1 | COVER SHEET |
| SHEET 2 | SITE PLAN |
| SHEET 3A | GRADING PLAN |
| SHEET 4 | ROAD PLAN & PROFILES (PHASE 1) |
| SHEET 5 | ROAD DETAILS (1 of 3) |
| SHEET 6 | ROAD DETAILS (2 of 3) |
| SHEET 6A | ROAD DETAILS (3 of 3) |
| SHEET 7 | MASTER WATER LAYOUT |
| SHEET 7A | WATER PLAN (PHASE 1) |
| SHEET 8 | WATER DETAILS |
| SHEET 9 | SEWER (WASTE) PLAN & PROFILE (PHASE 1) |
| SHEET 9A | SEWER (STORM) PLAN & PROFILE (PHASE 1) |
| SHEET 9B | STORM WATER WATERSHED MAP |
| SHEET 10 | WASTEWATER DETAILS |
| SHEET 11 | STORM SEWER DETAILS |
| SHEET 12A | EROSION & SEDIMENT CONTROL PLAN PHASE 1A |
| SHEET 12B | EROSION & SEDIMENT CONTROL PLAN PHASE 1B |
| SHEET 12C | EROSION & SEDIMENT CONTROL PLAN PHASE 1C |
| SHEET 13 | DRAINAGE MAP |
| SHEET 14 | E&SC DETAILS & NOTES |

| | |
|-----------------|---|
| PROPERTY OWNER | Land Star LLC |
| Parcel ID | 082045C C 04120 |
| Total Acreage | 14.53 |
| Phase I Acreage | 3.48 |
| Zoning: | R3 |
| Density | 15/Acre |
| CONTACT PERSON | Brandon Stamper |
| ADDRESS | 800 Stonegate Road Kingsport, TN 37664 |
| TELEPHONE | 423 963 0198 |

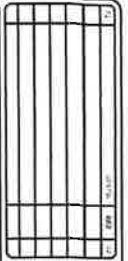
Digitally
signed by
Paul
Maggard
Date:
2021.01.29
12:23:37
-05'00'



GRESS
ENGINEERING

P O BOX 245
Chapel Hill, NC 27515
PHONE 219 393 4440

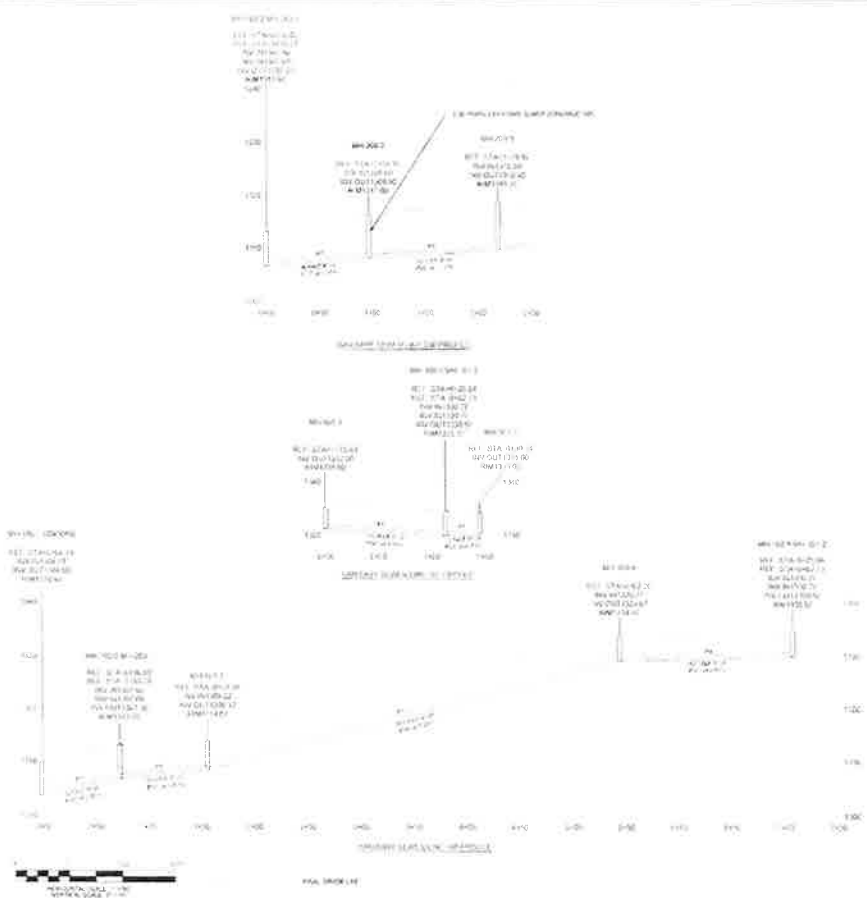
| | |
|-------------------|-----------|
| Label: | 1/14/2007 |
| Checked: | PM |
| Approved: | Pat |
| Drawn: | QC |
| Project No: | |
| Designation: | |
| Working Drawings: | |
| Drawn: | |



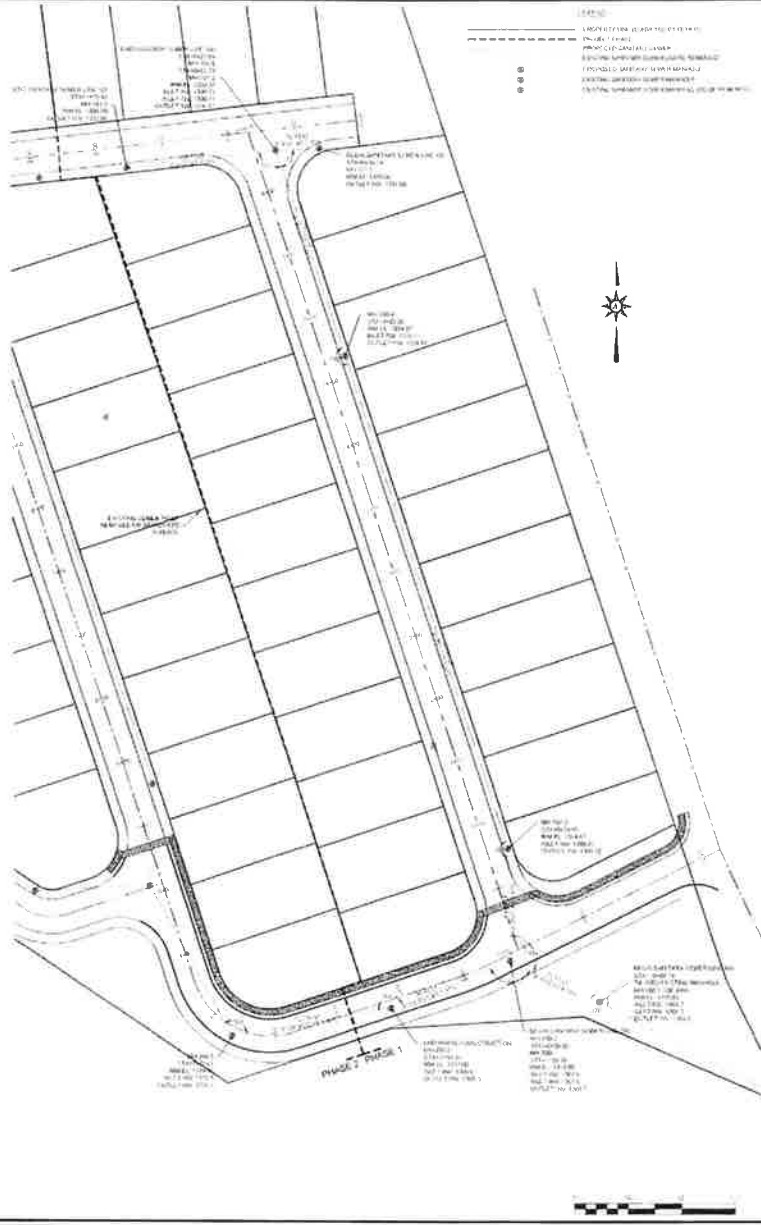
GRES
ENGINEERING

PO BOX 245
BULLHILL VA 24605
PHONE 776 393 4440

| | |
|--|-------------|
| <div style="border: 1px solid black; height: 150px; width: 100%;"></div> | |
| (Insert) _____ | |
| Character: _____ | Plot: _____ |
| Approved: _____ | Date: _____ |
| Drawn: _____ | Date: _____ |
| Project No. _____ | |
| Drawing Name: _____ Wm. Gale Housing Dev'ts Water Layout | |
| <div style="font-size: 2em; font-weight: bold;">7A</div> | |



| MANHOLE | MANHOLE DATA | MANHOLE DATA | MANHOLE DATA | MANHOLE DATA | MANHOLE DATA |
|---------|--------------|--------------|--------------|--------------|--------------|
| MH-001 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-002 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-003 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-004 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-005 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-006 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-007 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-008 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-009 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| MH-010 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 |



LandStar, LLC
Sewer Plan and Profiles
West Gate Housing Development
Kingsport, Tennessee

GRESS
ENGINEERING

PROJECT NO: 2018-001
DATE: 10/1/2018
DRAWN BY: J. D. SMITH
CHECKED BY: J. D. SMITH
APPROVED BY: J. D. SMITH

PROJECT NO: 2018-001
DATE: 10/1/2018
DRAWN BY: J. D. SMITH
CHECKED BY: J. D. SMITH
APPROVED BY: J. D. SMITH

9

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 | 199 | \$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 | 21 | 20 | \$44,680.99 | Closed |
| Harold Slomp & 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 63 | 56 | \$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 | | 574 | 516 | \$1,165,977.77 | |

Revised 01/29/21



AGENDA ACTION FORM

Enter into a Materials Agreement with LandStar, LLC, Related to the North Park 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-40-2021
Work Session: February 15, 2021
First Reading: February 16, 2021

Final Adoption: **March 2, 2021**
Staff Work By: David Harris
Presentation By: R. McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

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

Pursuant to the policy, LandStar, LLC has requested that the proposed North Park Phase 1 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$10,676.37 for a new thirty three (33) lot development.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 574 Building Permits and 516 Certificates of Occupancy have been issued to date.

Attachments:

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

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: *202*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BY TRANSFERRING FUNDS TO THE NORTH PARK PHASE 1 MATERIALS AGREEMENT PROJECT (WA2153); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by decreasing the funds transferred from the Water Fund operating budget by \$9,750 to the North Park Phase 1 project (WA2153) to fund the materials agreement.

| <u>Account Number/Description:</u> | <u>Budget</u> | <u>Incr/<Decr></u> | <u>New Budget</u> |
|---|---------------|--------------------------|-------------------|
| <u>Water Project Fund:451</u> | | | |
| <u>North Park Phase 1 (WA2153)</u> | | | |
| <u>Revenues</u> | | | |
| 451-0000-391.45-00 From the Water Fund | \$0 | \$9,750 | \$9,750 |
| <i>Totals:</i> | \$0 | \$9,750 | \$9,750 |
| <u>Expenditures:</u> | | | |
| 451-0000-605.90-03 Improvements | \$0 | \$9,750 | \$9,750 |
| <i>Totals:</i> | \$0 | \$9,750 | \$9,750 |

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: _____

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 16th day of February, 2021, by and between the LandStar, 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 North Park 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 460 LFT of Waterline to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$10,676.37. 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: North Park Phase 1
 Date: February 9, 2021
 Developer: LandStar, LLC

File No.: 2020-D24

| Water Line | | Anticipated | | Estimated | |
|---------------|-----------------------------|-------------|--------|--------------|--------------------|
| Item # | Item Description | Units | U/M | Price | Total |
| 41810 | 6" x 18' D.I. Pipe | 27.00 | Joints | \$269.82 | \$7,285.14 |
| 42120 | 4' Bury Hydrant | 1.00 | each | \$1,610.00 | \$1,610.00 |
| 42325 | 6" MJ Gate Valve | 1.00 | each | \$479.70 | \$479.70 |
| 43032 | 6x6x6 Anchor Tee | 1.00 | each | \$84.06 | \$84.06 |
| 42845 | 6" x 18" MJ Anchor Coupling | 1.00 | each | \$92.52 | \$92.52 |
| 42550 | 6" MJ 45 Bend | 2.00 | each | \$41.25 | \$82.50 |
| 42555 | 6" MJ 22.5 Bend | 3.00 | each | \$38.73 | \$116.19 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Building Code | | | | | |
| | | | | | |
| | Receipt To: | | | | |
| Subtotal: | 451-0000-208-1250 | | | | \$9,750.11 |
| Sales Tax: | 451-0000-207-0201 | | | 9.50% | \$926.26 |
| Project # | WA2153 | | | Water Total: | \$10,676.37 |
| | Expense To: | | | | |
| Water Acct. # | 451-0000-605-9003 | | | Grand Total: | <u>\$10,676.37</u> |



North Park Housing Development

Kingsport Tennessee



| | |
|----------|--|
| SHEET 1 | COVER SHEET |
| SHEET 2 | DEMOLITION PLAN |
| SHEET 3 | SITE PLAN |
| SHEET 4 | UTILITY PLAN |
| SHEET 5 | STORM WATER PLAN |
| SHEET 5A | STORM STRUCTURE WATERSHED MAP |
| SHEET 5B | STORM SEWER PROFILES |
| SHEET 6 | EROSION AND SEDIMENT CONTROL PLAN - PHASE I |
| SHEET 7 | EROSION AND SEDIMENT CONTROL PLAN - PHASE II |
| SHEET 8 | WATERSHED MAP |
| SHEET 9 | STORM WATER DETENTION STRUCTURE |
| SHEET 10 | NOTES AND DETAILS |

Land Star LLC
Parcel ID: 037022 07300
CONTACT PERSON: Brandon Stamper
ADDRESS: 800 Stonegate Road
Kingsport, TN 37664
TELEPHONE: 423 953 0198

Digitally
signed by
Paul Maggard
Date:
2021.01.14
09:29:22
-05'00'

[illegible]

LandStar, LLC
Cover Sheet

North Park Housing Development
Kingsport, Tennessee

GRES
ENGINEERING

P.O. BOX 245
DUBLIN 4, IRELAND
PHONE 276 393

| | |
|------------|------------------|
| Accession | 12/21/2020 |
| City/State | ISM |
| Applicant | ISM |
| Examiner | SM |
| Project | |
| Drawings | None |
| IP | Non-Confidential |

| | | |
|-----|-----------|----------|
| NO. | DATE | REVISION |
| 1 | 10/1/2020 | 1.0 |
| 2 | 10/1/2020 | 2.0 |
| 3 | 10/1/2020 | 3.0 |
| 4 | 10/1/2020 | 4.0 |
| 5 | 10/1/2020 | 5.0 |
| 6 | 10/1/2020 | 6.0 |
| 7 | 10/1/2020 | 7.0 |
| 8 | 10/1/2020 | 8.0 |
| 9 | 10/1/2020 | 9.0 |
| 10 | 10/1/2020 | 10.0 |

Landstar, LLC
Utility Plan
North Park Housing Development
Kingsport, Tennessee

GRESS
ENGINEERING
200 E. 8th St.
Kingsport, TN 37660
PHONE: 731.233.1440

| | |
|------------------|--------------------------------|
| PROJECT NO. | 2020-0001 |
| DATE | 10/1/2020 |
| BY | JM |
| CHECKED BY | JM |
| DATE | 10/1/2020 |
| SCALE | AS SHOWN |
| PROJECT NAME | North Park Housing Development |
| PROJECT LOCATION | Kingsport, Tennessee |



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 | 199 | \$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 | 21 | 20 | \$44,680.99 | Closed |
| Harold Slomp & 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 63 | 56 | \$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 | | 574 | 516 | \$1,165,977.77 | |

Revised 01/29/21



AGENDA ACTION FORM

Application and Contract with Virginia Department of Rail and Public Transportation for Federal Transit Administration Section 5303 Planning Funds

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

Action Form No.: AF-69-2021
Work Session: March 1, 2021
First Reading: N/A

Final Adoption: March 2, 2021
Staff Work By: Susan Doran
Presentation By: Lesley Phillips

Recommendation:

Approve the Resolution.

Executive Summary:

Each year, the City of Kingsport, on behalf of the Kingsport MTPO, applies for and receives an allocation of Section 5303 Planning funds from the Federal Transit Administration (FTA) via the Virginia Department of Rail and Public Transportation (DRPT). The Kingsport MTPO's jurisdiction covers part of Virginia as well as Tennessee and receives separate FTA funding through each state government. This is a separate application and contract through Virginia's DRPT based on population in the Virginia portion of the urbanized area. These funds are used by the Kingsport MTPO for transportation planning activities. For FY 2022 the total grant funding is \$4,545, which is proportioned as follows: FTA 80% or \$3,635, VA DRPT 10% match or \$455, and City of Kingsport 10% match or \$455. Appropriation and a project budget for these funds have already been programmed through the City's FY 2022 budget process. The action approves submittal of the application and acceptance of the contract and Section 5303 funds.

FTA requires the FY21 Certifications and Assurances be executed by the City of Kingsport. This document contains the requirements that must be adhered to for all grants received from Virginia DRPT. Once this document is complete, the contract(s)/project agreement(s) will be issued.

Attachments:

1. Resolution
2. Certifications and Assurances

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 AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2022; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

WHEREAS, the Federal Highway Administration provides planning funds for use by the Metropolitan Planning Organization (MPO) available through the Virginia Department of Transportation (VDOT) in the amount of \$4,545.00 for fiscal year 2022; and

WHEREAS, matching funds in the amount of \$455.00 are required, which are accounted for during the annual budget process and will come from the approved FY2022 budget for the MPO; and

WHEREAS, the Federal Transit Authority requires the Certifications and Assurances be executed to receive the Section 5303 Planning Funds.

Now therefore,

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

SECTION I. That the online application and contract with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$4,545.00 and requiring \$455.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2022, 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, the online application and contract with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$4,545.00 and requiring \$455.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2022 and any other documents necessary and proper to effectuate the purpose of the letter of Authorization.

SECTION III. That the Federal Transit Administration Fiscal Year 2021 Certifications and Assurances is approved.

SECTION IV. 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, Chapter 10 of the Charter of the City of Kingsport, a Federal Transit

Administration Fiscal Year 2021 Certifications and Assurances and any other documents necessary and proper to effectuate the purpose of the same.

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

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

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

ADOPTED this the 2nd day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

- (a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

- 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
- (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE
EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS
PILOT PROGRAM.**

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO
EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).



AGENDA ACTION FORM

Execute Various Merchant Services Applications With Elavon, Inc. for Processing Services Relating to the City's Acceptance of Credit and Debits Cards for the Payment of Various City Services on the New Kiosk to be Located at the New City Hall Drive Through

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

Action Form No.: AF-78-2021
Work Session: March 1, 2021
First Reading: N/A

Final Adoption: March 2, 2021
Staff Work By: Lisa Winkle/Scott LaNasa
Presentation By: Lisa Winkle

Recommendation:

Approve the Resolution.

Executive Summary:

The BMA has previously approved resolutions #2015-138, #2015-180, and #2019 -001 to approve use of Elavon, Inc. to provide merchant service processing for credit and debit cards at various city locations for various revenue types. We ask the BMA to approve the Mayor to sign the contracts for merchant service processing needed for the new kiosk. This Kiosk will give customers a drive through experience for services of paying Property Taxes, Utility Bills, and Miscellaneous Receivable Accounts.

The attached Resolution extends the authorization for the Mayor to sign various merchant services applications with Elavon, Inc. through June 30, 2021.

Attachments:

1. Resolution
2. Application

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A NEW APPLICATION GOVERNMENT/INSTITUTION AGREEMENT WITH ELAVON, INC. FOR CREDIT CARD PROCESSING THROUGH JUNE 30, 2021 AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT FOR PROCESSING SERVICES RELATING TO THE ACCEPTANCE OF CREDIT AND DEBIT CARDS FOR THE PAYMENT OF VARIOUS CITY SERVICES

WHEREAS, the city has agreements with Elavon, Inc. for processing services in connection with credit and debit card transactions to allow the city to accept payment by credit and debit cards for additional city services and departments; and

WHEREAS, the applications provide for payment of processing fees to Elavon, Inc. based on the total credit and debit card sales and transaction volumes generated by the city for the payment of various city services plus the interchange and card association fees charged by the various debit and credit card providers; and

WHEREAS, it is planned to provide a credit card Kiosk located at the new city hall that will give customers a drive through experience for services of paying property taxes, utility bills, and miscellaneous receivable accounts; and

WHEREAS, a separate application is required for each location and account; and

WHEREAS, the applications will generally be in the same form.

Now therefore,

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

SECTION I. That the New Application Government/Institution Agreement that includes among other things a Terms of Service and Addendum to the Terms of Service for Government/Institutional Companies with Elavon, Inc. for processing services in connection with reasonable credit and debit card payment transactions, as such agreement as further modified by the Addendum to New Application Government/Institution set out hereinafter is approved.

SECTION II. That 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 New Application Government/Institution Agreement that includes among other things a Terms of Service and Addendum to the Terms of Service for Government/Institutional Companies with Elavon, Inc. as further modified by the Addendum to New Application Government/Institution 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 addendum being as follows:

ADDENDUM TO NEW APPLICATION GOVERNMENT/INSTITUTION

This Addendum ("Addendum") modifies the New Application Government/Institution Agreement, including all documents incorporated by reference ("Agreement") between City of Kingsport,

Tennessee ("Company") and Elavon, Inc. ("Elavon"). Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary, and the Agreement and this Addendum shall not construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. Accordingly, the Agreement is amended as follows:

1. Confidentiality. The Agreement, or any part thereof, is a public record, and it along with any documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T. C. A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, the Company must, upon proper request, release public documents and records as defined by T. C. A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to Elavon or providing Elavon with notice or the time to obtain a protective order.

2. Governing Law. The Agreement and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

3. Jurisdiction, Waiver of Jury Trial, Venue. Notwithstanding any other provision in the Agreement to the contrary, in lieu of Paragraph 18.6 of the Terms of Service, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolve by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts or federal for Kingsport, Sullivan County, Tennessee, and the parties irrevocably waives any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

4. Lease. The Company is not leasing any equipment from Elavon, so any provision in the Agreement pertaining to leasing or financing the lease of equipment is inapplicable.

5. Termination. The Company may terminate the Agreement with or without cause upon written notice to Elavon at least sixty (60) days before the effective date of termination and shall not be deemed a breach of contract by the Company.

6. No Liability for Users or Third Parties. The Company is not responsible for the acts of independent contractors, except for those Service Providers selected and contracted by the Company for assistance with the Transactions and the Company's payment acceptance solutions as contemplated and provided for by Paragraph 17.1 of the Terms of Service. The Company does not waived any immunity provided by Tennessee law.

7. Non-liability of Company Officials and Employees. No member, official, or employee of the Company shall be personally liable to Elavon or any other party, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the Company; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

Provisions of the Merchant Application/Government/Institution, the Terms of Service and the Operating Guide (the "Agreement") governing the services provided, not altered, amended, or modified herein shall remain unchanged and in full force and effect by and between the Parties.

[Acknowledgements Deleted for Inclusion in 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 2nd day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

| | | | | |
|--|--|--|---|-----------------------------------|
| 1 | COMPANY INFORMATION | | | |
| ◆ DBA NAME: Kingsport Kiosk MR | | | | |
| CONTACT NAME: Scott LaNasa | | | | |
| ◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 225 West Center Street | | | | |
| DBA ADDRESS 2: | | | | |
| ◆ CITY: Kingsport | | | ◆ STATE TN | ◆ ZIP CODE: 37660 |
| ◆ DBA PHONE #: 423-224-2713 | | | DBA FAX #: | |
| DATE FOUNDED: 1917 | | | MOBILE PHONE #: | |
| ◆ EMAIL ADDRESS: scottlanasa@kingsporttn.gov | | | | |
| CIP EXEMPTION: US State Local Govt/Education | | | | |
| 2 | OTHER ADDRESS (IF DIFFERENT THAN ABOVE) | | | |
| <input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED) | | | | |
| LOCATION NAME: | | | PHONE #: | |
| CONTACT: | | | FAX #: | |
| ADDRESS: | | CITY: | STATE: | ZIP CODE: |
| STATEMENTS/ RETRIEVALS /CHARGEBACKS | | | | |
| STATEMENTS: <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9 | | | AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM) | |
| RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: | | | OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING | |
| CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: | | | OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING | |
| 3 | CONTACT INFORMATION (AUTHORIZED REP) | | | |
| ◆ <input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input checked="" type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER: | | | | |
| ◆ FIRST NAME: Pat | | MN: | ◆ LAST NAME: Shull | |
| ◆ TITLE: Mayor | | ◆ US PERSON: Yes | | |
| ▶ CONTACT ADDRESS (NO PO BOX): 1338 Belmeade Drive | | | ▶ ADDRESS TYPE: Residential | |
| ▶ CITY: Kingsport | | ▶ STATE: TN | ▶ ZIP CODE: 37664 | |
| ▶ DOB: 10/2/1953 | | CONTACT PHONE #: 423-224-2713 | | |
| INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE) | | | | |
| OTHER COMPANY INFORMATION | | | | |
| ◆ AVERAGE SALE AMOUNT: \$ 200 | | <input checked="" type="checkbox"/> CARD PRESENT 100% OMNI COMMERCE (MUST TOTAL 100%) | | |
| ◆ HIGH SALE AMOUNT: \$ 1,500 | | <input type="checkbox"/> CARD NOT PRESENT 100% CARD PRESENT _____ % | | |
| ◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 12 | | <input type="checkbox"/> INTERNET 100% CARD NOT PRESENT* _____ % | | |
| ◆ TOTAL MONTHLY Visa/MC/AMEX/DISC/UNIONPAY SALES: \$ 5,000 | | <input type="checkbox"/> OMNI COMMERCE INTERNET * _____ % | | |
| ◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 75,000 | | ▶ INTERNET : PRODUCT WEBSITE: | | |
| ◆ INDUSTRY TYPE: Retail | | ▶ INTERNET: "CONTACT US" EMAIL: *CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW ▶ CUSTOMER SERVICE PHONE #: ▶ PREVIOUS PROCESSOR: | | |
| ◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: Government Services | | | | |
| SPECIAL PROGRAM MCC ONLY: 9399 | | | | |
| WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME) | | | | |
| IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT) | | | | |
| <input type="checkbox"/> JANUARY | <input type="checkbox"/> FEBRUARY | <input type="checkbox"/> MARCH | <input type="checkbox"/> APRIL | <input type="checkbox"/> MAY |
| <input type="checkbox"/> JULY | <input type="checkbox"/> AUGUST | <input type="checkbox"/> SEPTEMBER | <input type="checkbox"/> OCTOBER | <input type="checkbox"/> NOVEMBER |
| <input type="checkbox"/> JUNE | <input type="checkbox"/> DECEMBER | | | |
| BANK ACCOUNT (CHECKING ACCOUNTS ONLY) | | | | |
| ◆ DEPOSIT BANK NAME: First Horizon Bank | | ◆ ABA/ROUTING #: 064208042 | | ◆ DDA ACCOUNT #: 100041379 |
| BILLING/CHARGEBACK BANK NAME (IF DIFFERENT): | | ABA/ROUTING #: | | DDA ACCOUNT #: |
| CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING): | | ABA/ROUTING #: | | DDA ACCOUNT #: |
| FUNDING OPTIONS: | | MONTHLY FEE \$ | | TAPE ID (OPT): |

| CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT) | | | | | | | | | | PRICING CATEGORY | | | |
|--|---|--|-----------|---------------------------|---------------------|--|------------------------|---|----------|--|----|--|--|
| <input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN / PINLESS DEBIT <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT <input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MC CREDIT <input type="checkbox"/> MC DEBIT <input type="checkbox"/> DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT | | | | | | | | | | <input checked="" type="checkbox"/> RETAIL <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE (TIERED & EICP ONLY) <input type="checkbox"/> SUPERMARKET | | | |
| PRICING INFORMATION | | | | | | | | FEES | | | | | |
| PRICING PROGRAM: (FIXED ONLY) | | VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAY DEVICE**) | | AMERICAN EXPRESS OPT BLUE | | PIN//PINLESS DEBIT*** | | APPLICATION | | \$ | | | |
| | | RATE* | PER ITEM* | RATE | PER ITEM | RATE | PER ITEM | INSTALLATION/TRAINING | | \$ | | | |
| TIERED | QUALIFIED | % | \$ | % | \$ | % | \$ | REPORTING & SUPPORT PACKAGE (PER MONTH) | | \$ | | | |
| | MID QUALIFIED | % | \$ | % | \$ | | | MONTHLY MINIMUM | | \$ 25 | | | |
| | NON QUALIFIED | % | \$ | % | \$ | | | CHARGEBACK (PER OCCURRENCE) | | \$ 25 | | | |
| | STANDARD | % | \$ | % | \$ | | | RETURN ITEM/NSF (PER OCCURRENCE) | | \$ 20 | | | |
| | OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT | | | | | | | | OTHER: | | \$ | | |
| | OPT. REWARDS | % | \$ | | | | | STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY) | | \$10 | | | |
| | OPT. COMMERCIAL CARD | % | \$ | | | | | RUSH SHIPMENT | | \$ | | | |
| INTERCHANGE PLUS | | 0.34 % | \$ 0.03 | 0.34 % | \$ 0.03 | % | \$ | OTHER: | | \$ | | | |
| PIN/PINLESS DEBIT ENABLEMENT SERVICE FEE | | | | | | | | | | \$ | | | |
| ENHANCED IC PLUS | CHECK CARD QUALIFIED | % | \$ | | | | | AUTHORIZATIONS | | | | | |
| | QUALIFIED | % | \$ | % | \$ | % | \$ | | | | | | |
| | REWARDS QUALIFIED | % | \$ | | | | | | | | | | |
| | MID QUALIFIED | % | \$ | % | \$ | VISA (PER AUTH) | \$ 0.28 | VOICE - ARU (PER AUTH) | \$ 0.85 | | | | |
| | COMMERCIAL NON QUALIFIED | % | \$ | | | MASTERCARD (PER AUTH) | \$ 0.28 | VOICE OPERATOR (PER AUTH) | \$ 0.85 | | | | |
| NON QUALIFIED | % | \$ | % | \$ | DISCOVER (PER AUTH) | \$ 0.28 | VOICE - AVS (PER AUTH) | \$ 0.85 | | | | | |
| FIXED - PRICING PGM: | | % | \$ | % | \$ | UNIONPAY (PER AUTH) | \$ 0.28 | VOICE BANK REF (PER AUTH) | | \$ 0.85 | | | |
| <small>*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. **PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***PIN/PINLESS DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE</small> | | | | | | AMEX OPT BLUE (PER AUTH) | \$ 0.28 | | | | | | |
| SECURITY PROGRAMS | | | | | | AMEX PUBLIC SECTOR (TPSP)(PER AUTH) | \$ | DIAL COMMUNICATION (PER AUTH) | \$ 0.024 | | | | |
| SECURITY PROGRAM (PER MONTH): ▶ PCI Basic | | | | | | PIN/PINLESS DEBIT (PER AUTH) | | \$ | | | | | |
| Please see pricing for the Security Program you have selected in the Company Representations and Certifications below. | | | | | | INTERNATIONAL CARD HANDLING FEE (RATE): (CHARGED ON VISA, MC, DISCOVER, AMEX) | | 0.40 % | | | | | |
| OTHER CARD TYPES EXISTING | | | | | | | | | | | | | |
| AMEX SE # (10 DIGITS): | | | | PER AUTH: \$ | | | | EBT SE # (7 DIGITS): | | PER AUTH: \$ | | | |
| AMERICAN EXPRESS PUBLIC SECTOR (TPSP) | | | | | | | | | | | | | |
| <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE | | | | | | | | | | | | | |
| INDUSTRY TYPE: | | | | | | | | | | | | | |
| PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) | | | | | | | | | | | | | |
| TIERED | RATE | | PER ITEM | | ENHANCED ICPLUS | RATE | | PER ITEM | | | | | |
| QUALIFIED | % | | \$ | | QUALIFIED | % | | \$ | | | | | |
| MID QUALIFIED | % | | \$ | | MID QUALIFIED | % | | \$ | | | | | |
| NON QUALIFIED | % | | \$ | | NON QUALIFIED | % | | \$ | | | | | |
| INTERCHANGE PLUS | | % | | \$ | | | | | | | | | |

| | | | | | | | | | | | |
|---|-----------------|--|--|---|--------------------------------|--|--|---|--------------------------|---|--|
| POINT OF SALE (EQUIPMENT OR SOFTWARE) | | | | | | | | | | | |
| NETWORK: <input type="checkbox"/> ELAVON <input checked="" type="checkbox"/> OTHER TSYS | | | | | | | <input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION: | | | | |
| VAR SERVICE PROVIDER (HOSTED): | | | VAR (DISTRIBUTED): | | VENDOR: Datacap Systems | | PRODUCT: Net ePay | | VERSION: 5 | | |
| # OF TIDS | | TID TYPE OMNI ONLY: | | | # OF TIDS 1 | | TID TYPE OMNI ONLY: | | | | |
| | | | | | | | PURCHASE/SETUP | | SOFTWARE/WIRELESS | | |
| QTY | POS DESCRIPTION | ITEM CODE | TID TYPE OMNI ONLY | TERMINAL ENCRYPT | OWNS | REPROG FEE PER UNIT | PRICE PER UNIT | ANNUAL FEE PER UNIT | MONTHLY FEE PER UNIT | PER AUTH FEE | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | \$ | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | \$ | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | \$ | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | \$ | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | \$ | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | \$ | |
| ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT | | | | | | | | | | | |
| <i>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Service, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</i> | | | | | | | | | | | |
| ADDITIONAL POS SERVICES: | | DESCRIPTION | | | | | SETUP FEE | ANNUAL FEE | MONTHLY FEE | PER AUTH FEE | |
| | | | | | | | \$ | \$ | \$ | \$ | |
| | | | | | | | \$ | \$ | \$ | \$ | |
| TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING) | | | | | | | | | | | |
| <input type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT) | | <input type="checkbox"/> QUICK CLOSE | | <input type="checkbox"/> STORE AND FORWARD | | <input type="checkbox"/> NO SIGNATURE | | <input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE) | | | |
| <input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT) | | TIP FUNCTION (DEFAULT) | | <input type="checkbox"/> FINE DINING | | <input type="checkbox"/> TAB FUNCTION | | | | | |
| <input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT) | | <input type="checkbox"/> QUICK CLOSE | | | | | | | | | |
| <input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT) | | <input type="checkbox"/> QUICK STAY | | | | | | | | | |
| <input type="checkbox"/> SEMI INTEGRATED | | | | | | | | | | | |
| CUSTOM PROMPTS: | | <input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) | | TIME ZONE | | <input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ (MAX) | | <input type="checkbox"/> CUSTOM FOOTER: | | | |
| <input type="checkbox"/> NO TIP (REST) | | <input type="checkbox"/> NO SERVER PROMPT (REST) | | <input type="checkbox"/> CLERK PROMPT (RTL) | | <input type="checkbox"/> TIP FUNCTION WAITER (RTL) | | <input type="checkbox"/> TIP FUNCTION CASHIER (RTL) | | | |
| COMMUNICATION METHOD (IP DEFAULT): <input type="checkbox"/> DIAL | | | TRAINING (DEFAULT = TRAINING REQUIRED): <input type="checkbox"/> NO TRAINING | | | PHONE INFORMATION: ACCESS #: | | | | | |
| REPORTING TOOLS | | | | | | | | | | | |
| <input type="checkbox"/> MCP ONLY <u>OR</u> | | <input type="checkbox"/> MCP WITH OCM | | ▶ MONTHLY FEE \$ | | ▶ SET UP FEE \$ | | ▶ # USERS | | ▶ SET UP TYPE (CHECK ONE) <input type="checkbox"/> MID <input type="checkbox"/> CHN | |
| <input type="checkbox"/> ACS | | ▶ MONTHLY FEE \$ | | ▶ SET UP FEE \$ | | ▶ REMOTE ID | | | | | |
| OTHER VAS | | | | | | | | | | | |
| <input type="checkbox"/> 3D Secure Per Occurrence: \$ | | | | | | | | | | | |

| ELECTRONIC CHECK AND ACH PROCESSING AND SERVICE OPTIONS | |
|--|--|
| ANNUAL CHECK VOLUME: \$ | MAXIMUM CHECK AMOUNT: \$ |
| AVERAGE CHECK AMOUNT: \$ | MONTHLY MINIMUM: \$ |
| ECS- PAPER CHECK CONVERSION | ACH ECHECK – CARD NOT PRESENT (CNP) |
| PROCESSING OPTIONS: <input type="checkbox"/> POP – POINT OF PURCHASE <input type="checkbox"/> ARC – ACCOUNTS RECEIVABLE CONVERSION <input type="checkbox"/> BOC – BACK OFFICE CONVERSION | PROCESSING OPTIONS: <input type="checkbox"/> CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP <input type="checkbox"/> INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) <input type="checkbox"/> WEB – INTERNET INITIATED ENTRIES <input type="checkbox"/> TEL/IVR – TELEPHONE INITIATED ENTRIES <input type="checkbox"/> PPD – PREARRANGED PAYMENT ENTRIES <input type="checkbox"/> CCD – CORPORATE TO CORPORATE ENTRIES CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP |
| SERVICE: <input type="checkbox"/> CONVERSION WITH GUARANTEE DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ <input type="checkbox"/> CONVERSION WITH VERIFICATION OR <input type="checkbox"/> CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ | SERVICE: <input type="checkbox"/> ACH-ECHECK WITH VERIFICATION DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ <input type="checkbox"/> ACH-ECHECK CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ |
| Other ECS Check Conversion Service Requests | |
| <input type="checkbox"/> PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE) | |
| ACH-Echeck Questionnaire | |
| 1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)? 2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Will you offer ACH-Echeck to existing or new customers? <input type="checkbox"/> Existing <input type="checkbox"/> New 5. Will you maintain and disclose to your customers procedures for cancelling an authorization? <input type="checkbox"/> Yes <input type="checkbox"/> No 6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)

CONVENIENCE FEE SERVICES PROGRAMS

CONVENIENCE FEE FUNDING MODEL (CHECK ONE):

- ☐ COMPANY MANAGED CONVENIENCE FEE¹
☐ ELAVON MANAGED CONVENIENCE FEE²
☐ PARTNER MANAGED CONVENIENCE FEE³

PAYMENT TRANSACTION TYPES

☐ CREDIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS

☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER

☐ PIN-BASED DEBIT ☐ PINLESS DEBIT

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):

☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

☐ OTHER:

CONVENIENCE FEE PRICING:

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):

- ☐ COMPANY-MANAGED SERVICE FEE⁴
☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁵
☐ ELAVON-MANAGED SERVICE FEE⁶
☐ PARTNER MANAGED SERVICE FEE⁷

CARD ACCEPTANCE (CHECK ALL THAT APPLY):

- ☐ POINT OF SALE ☐ INTERNET
☐ IVR ☐ OTHER:

GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):

- ☐ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

TRANSACTION TYPES:

- ☐ FEDERAL INCOME TAX ☐ BUSINESS TAX
☐ GOVERNMENT FEES ☐ OTHER TAX
☐ STATE INCOME TAX ☐ TUITION
☐ REAL ESTATE PROPERTY TAX ☐ OTHER EDUCATION EXPENSES

PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):

☐ CREDIT – (CHECK ALL THAT APPLY):

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
☐ AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222

☐ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):

☐ SERVICE FEE TERMINAL

☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

☐ SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)

☐ OTHER:

GPISF PRICING:

| | | | |
|--------------------------------------|---|----|----|
| CREDIT CARD SERVICE FEE: | % | OR | \$ |
| SIGNATURE DEBIT SERVICE FEE: | % | OR | \$ |
| ACH (VIA ELECTRONIC CHECK SERVICES): | | | \$ |
| IMPLEMENTATION FEE (IF APPLICABLE): | | | \$ |

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Partner-Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

⁴ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁵ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁶ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

⁷ "Partner-Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

| | | | |
|--|----------------------------------|--|----------------------------|
| SUBSTITUTE FORM W-9 | | | |
| <input checked="checked" type="checkbox"/> GOVERNMENT <input type="checkbox"/> NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS) <input type="checkbox"/> OTHER | | | |
| ◆ LEGAL BUSINESS NAME*: City of Kingsport Tennessee | | | |
| *NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME. | | | |
| ◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 225 West Center Street | | OR ▶ TIN (EMPLOYER ID #): 62-6000323 | |
| ◆ CITY: Kingsport | ◆ STATE: TN | ◆ ZIP CODE: 37660 | ▶ TIN (SOCIAL SECURITY #): |
| 4 COMPANY REPRESENTATIONS AND CERTIFICATIONS | | | |
| <p>Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company, and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING GUIDE_ENG.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.</p> <p>Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.</p> <p>Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.</p> <p>This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.</p> <p>PCI Compliance and PCI Program Fee. All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly Standard PCI Program Fee for Level 4 companies (based on Transaction volume) is \$84.99. Any Level 4 company that validates PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval, is eligible for the Discounted PCI Program Fee of \$10. <u>Merchants that have selected a SAFE-T solution:</u> Your price for the SAFE-T solution selected above is \$NA, which includes the Discounted PCI Program Fee. You must validate PCI DSS compliance within ninety (90) days of account approval, and annually thereafter, to continue to receive the Discounted PCI Program Fee. <u>By signature below, Company acknowledges that if Company has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, Company will no longer be eligible for this discount and will be required to pay the full, undiscounted monthly Standard PCI Program Fee of \$84.99 until Elavon is provided with validation of PCI DSS compliance. If Company utilizes a SAFE-T solution and Company fails to validate PCI DSS compliance, Company acknowledges that the price of Company's SAFE-T solution will be adjusted to \$NA to reflect the loss of this discount.</u> Company may be eligible for Data Breach Financial Assistance following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview in the Operating Guide for assistance details and conditions.</p> <p>American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.</p> <p>A PIN/PINless Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINless Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.</p> | | | |
| ◆ SIGNATURE: X | ◆ PRINTED NAME: Pat Shull | ◆ TITLE: Mayor | ◆ DATE: |
| SIGNATURE: X | PRINTED NAME: | TITLE: | DATE: |
| SUBMITTED BY (INTERNAL USE ONLY) | | | |
| To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative. | | | |
| ◆ SALES REP PRINTED NAME: Jonathon Bell | | ◆ REP ID #: 42916 | ◆ DATE: 2/9/21 |
| ◆ REP PHONE #: 865-403-8053 | | ◆ REP EMAIL: jonathon.bell@elavon.com | |
| | | USA-GOV-ELV-1020 | |

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service (“TOS”) or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

1) **Section 4.1 Security Interests** is deleted.

2) **Section 5.2(a)** is revised to add the following:

“(iv) Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”

3) **Section 5.2(b)** is deleted and replaced with the following:

“**By Elavon.** Elavon may terminate the Agreement immediately in writing if any of the following occur:

- (i) A material adverse change in Company’s financial condition;
- (ii) The commencement of a Bankruptcy Proceeding by or against Company;
- (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
- (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
- (v) Assignment of the Agreement or change of control of Company without Elavon’s written consent;
- (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company’s property in Elavon’s possession;
- (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company’s violation of Elavon’s underwriting policy; or
- (viii) If, after Elavon provides 30 days’ written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.

4) **Section 10.1 Audit** is revised to read as follows:

“**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.”

5) **Section 10.2(b) Financial Information** is revised as follows:

“**Financial Information.** At Elavon’s request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.”

6) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of

goods or services resulting in a Transaction processed under the Agreement; (ii) Company's breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon's third-party contractors; (iv) Company's or its Service Providers' gross negligence or willful misconduct; (v) Company's or its Service Providers' violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon's obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon's breach of the Agreement; (ii) Elavon's or its third party contractors' gross negligence or willful misconduct; (iii) Elavon's or its third party contractors' violation of applicable Laws or Payment Network Regulations; (iv) Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company's use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim").
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.
- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) **THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.**

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense."

- 7) **Section 16 Personal Guaranty** is deleted.
- 8) **Section 18.2 Jurisdiction and Venue; Governing Law** is deleted.
- 9) **Section 18.3 Exclusivity** is deleted.
- 10) **Section 18.5 Assignability** is revised as follows:

“Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon’s prior written consent. If Company nevertheless assigns the Agreement without Elavon’s consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon’s stock or assets.”

- 11) **Section 18.6 Arbitration** is deleted.
- 12) **Section 18.9 Attorney’s Fees and Expenses** is deleted.
- 13) **Section 18.12 Amendments** is revised as follows:

“Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors.”

- 14) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is replaced as follows:

“Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee’s expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee’s name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor’s title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord’s or mortgagees’ waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof.”

- 15) **Schedule A, Section 1.10 Net Lease; Taxes** is replaced as follows:

“Net Lease; Taxes. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor’s federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Unless otherwise agreed to in writing, Lessee will file personal equipment tax returns with respect to the Leased Equipment.”

- 16) **Schedule A, Section 1.11 Indemnity** is replaced as follows:

“Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease.”

- 17) **Schedule A, Section 1.16 Remedies** is replaced as follows:

“Remedies. If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased

Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease."

18) **Schedule A, Section 1.19 Miscellaneous** is replaced as follows:

"Miscellaneous. If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee will inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located."

19) **Schedule A, Section 1.20 Important Information about Credit Reporting** is deleted.

20) **Schedule A, Section 2.6 Title; Quiet Enjoyment** is replaced as follows:

"Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. Lessor may at Lessee's expense, cause the lease or any document, statement or other instrument in respect to the lease showing Lessor's interest in the Leased Equipment, including without limitation Personal Property Security Act or Civil Code of Quebec financing statements, to be filed, registered or recorded, or refiled, reregistered and rerecorded, as applicable. Lessee waives the right, where permitted by law, to receive a copy of any financing statement, financing change statement or verification statement. Lessee agrees to execute and deliver any document, statement or instrument requested by Lessor for such purpose, and agrees to reimburse Lessor for any expense arising therefrom. Lessee will at Lessee's expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever, and will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for and deliver to Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may request. Provided Lessee is not in default hereunder, Lessee may quietly use and enjoy the Leased Equipment subject to the terms hereof."

21) **Schedule A, Section 2.9 Indemnity** is replaced as follows:

"Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

22) **Schedule B, Section 1.5 Personal Guaranty** is deleted.

23) **Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

24) **Schedule B, Section 1.7 Arbitration** is deleted.

25) **Schedule C, Section 16** is hereby added:

“16. Effective March 1, 2020, (i) either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days’ prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS.”



AGENDA ACTION FORM

Amendment Three to the ESS Southeast LLC. Substitute Staffing Services Contract Kingsport City Schools

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

Action Form No.: AF-72-2021
Work Session: March 1, 2021
First Reading: N/A

Final Adoption: March 2, 2021
Staff Work By: Committee
Presentation By: David Frye / Jennifer Guthrie

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport Board of Mayor and Aldermen approved the resolution to enter into an agreement the ESS Southeast, LLC. for Substitute Staffing Services on January 21, 2020. Kingsport City Schools Human Resource Department has been working with ESS Southeast, LLC to provide staffing services for the school district. ESS Southeast, LLC specializes in providing qualified staff for positions such as substitute Teachers, and other school support staff for daily, long-term and permanent assignments. On April 7, 2020, the Board of Mayor and Aldermen approved the resolution to amend the original contract to include two additional staffing classifications for paraprofessional and Secretarial to the original contract classifications list. On July 21, 2020, the Board of Mayor and Aldermen approved the resolution to amend the original contract to include four additional classifications to the contract classifications list.

Kingsport City Schools is now requesting approval to amend the original contract to add additional positions and rates to the contract classifications list to fulfill staffing needs. Classifications include Certified Full and Half Day Substitute Teachers, BA Degree Full and Half Day Substitute Teachers, Non-Degreed Full and Half Day Substitute Teachers, Retiree Full and Half Day Substitute Teachers, Long Term and Paraprofessionals.

Kingsport City Schools Human Resources Department is requesting the Board of Mayor and Aldermen approve the resolution and execute Amendment Number 3, to add the additional positions and rates to Exhibit A in the service agreement with ESS Southeast, LLC.

The cost of these services will come from school funds in accounts #142-7150-711.03-99 LTC201, 142-7150-721.03-99 LTC201 and 142-7250-731.03-99 LTC201.

Attachments:

1. Resolution
2. Amendment 3 ESS Southeast, LLC

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: *202*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NUMBER 3 TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTHEAST, LLC FOR KINGSPORT CITY SCHOOLS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on January 21, 2020, the board approved a resolution authorizing the mayor to sign a staffing services agreement with ESS Southeast, LLC for Substitute Staffing Services for the School System; and

WHEREAS, on April 7, 2020, the board approved the resolution to amend the original contract to include two (2) new staffing classifications to Exhibit A;

WHEREAS, on July 21, 2020, the Board of Mayor and Aldermen approved the resolution to amend the original contract to include four (4) additional classifications to Exhibit A;

WHEREAS, the contract has since changed which requires the ESS Southeast LLC agreement to be amended to include additional positions and rates, Certified Full and Half Day Substitute Teachers, BA Degree Full and Half Day Substitute Teachers, Non-Degreed Full and Half Day Substitute Teachers, Retiree Full and Half Day Substitute Teachers, Long Term and Paraprofessionals to Exhibit A of the agreement; and

WHEREAS, the annual cost for these additional substitute classifications will be paid with funds in account # 142-7150-711.03-99 LTC201, 142-7150-721.03-99 LTC201, and 142-7250-731.03-99 LTC201.

Now therefore,

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

SECTION I. That Amendment Number 3 to the agreement with ESS Southeast, LLC is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Amendment Number 1 to the agreement with ESS Southeast, LLC and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

AMENDMENT NUMBER 3

Amendment Number 3 to the Services Agreement effective February 8, 2021 between ESS Southeast, LLC and the City of Kingsport for its Kingsport City Schools for Substitute Staffing Services.

Exhibit A

Additional Substitute Classification positions added to Exhibit A;

- Certified Full Day Substitute Teachers, Pay Rate \$82.50 per hour, Bill Rate \$106.43 per hour;
- Certified Half Day Substitute Teachers, Pay Rate \$41.25 per hour, Bill Rate \$53.21 per hour;
- BA Degree Full Day Substitute Teachers, Pay Rate \$75.00 per hour, Bill Rate \$96.75 per hour;
- BA Degree Half Day Substitute Teaches, Pay Rate \$37.50 per hour, Bill Rate \$48.38 per hour;

- Non-Degreed Full Day Substitute Teachers, Pay Rate \$72.50 per hour, Bill Rate \$93.53 per hour;
- Non-Degreed Half Day Substitute Teachers, Pay Rate \$36.25 per hour, Bill Rate \$46.76 per hour;
- Retiree Full Day Substitute Teachers, Pay Rate \$115.00 per hour, Bill Rate \$148.35 per hour;
- Retiree Half Day Substitute Teachers, Pay Rate \$57.50 per hour, Bill Rate \$74.18 per hour;
- Long Terms (excluding District Retirees), Pay Rate \$200.00 per hour, Bill Rate \$258.00 per hour;
- Paraprofessional, Pay Rate \$9.15 per hour, Bill Rate \$11.80 per hour;

All other provisions of the Agreement shall remain in full force and effect during the term of the agreement effective February 8, 2021.

[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 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 2nd day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AMENDMENT 3

This is an Amendment to the Agreement between the **City of Kingsport for its Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS South Central, LLC** (the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective February 8, 2021 through June 30, 2021 the following positions and rates are added in Exhibit A:

| Position | Pay Rate | Bill Rate | Rule |
|--|-----------------|------------------|-------------|
| Certified Full Day Substitute Teachers | \$82.50 | \$106.43 | |
| Certified Half Day Substitute Teachers | \$41.25 | \$53.21 | |
| BA Degree Full Day Substitute Teachers | \$75.00 | \$96.75 | |
| BA Degree Half Day Substitute Teachers | \$37.50 | \$48.38 | |
| Non-Degreed Full Day Substitute Teachers | \$72.50 | \$93.53 | |
| Non-Degreed Half Day Substitute Teachers | \$36.25 | \$46.76 | |
| Retiree Full Day Substitute Teachers | \$115.00 | \$148.35 | |
| Retiree Half Day Substitute Teachers | \$57.50 | \$74.18 | |
| Long Terms (excluding District Retirees) | \$200.00 | \$258.00 | Day 1 |
| Paraprofessional | \$9.15 | \$11.80 | per hour |

2. All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

City of Kingsport for its Kingsport City Schools

By _____
Signature

Name and Title

Date _____

ESS South Central, LLC

By _____
Steve Gritzuk, Chief Operating Officer

Date _____



AGENDA ACTION FORM

Accept a Donation of SCBA Bottles

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

Action Form No.: AF-71-2021
 Work Session: March 1, 2021
 First Reading: N/A

Final Adoption: March 2, 2021
 Staff Work By: Chief Scott Boyd
 Presentation By: Chief Scott Boyd

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Johnson City Fire Department has a donation of 59 surplus self-contained breathing apparatus (SCBA) bottles that they are donating to the Kingsport Fire Department (KFD). They have a life expectancy of 5 years remaining. The estimated value of the SCBA bottles is \$17,700.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF 59 SELF-CONTAINED BREATHING APPARATUS

WHEREAS, the Johnson City Fire Department would like to donate 59 surplus self-contained breathing apparatus (SCBA) bottles to the Kingsport Fire Department (KFD); and

WHEREAS, they have a life expectancy of 5 years remaining; and

WHEREAS, the estimated value of this donation is \$17,700.00.

Now therefore,

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

SECTION I. That the donation to the city from the Johnson City Fire Department to the Kingsport Fire Department of 59 surplus self-contained breathing apparatus (SCBA) bottles with the estimated value of \$17,700.00, is accepted.

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

ADOPTED this the 2nd day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approval of Easement and Right-of-Way

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

Action Form No.: AF-74-2021
 Work Session: March 1, 2021
 First Reading: N/A

Final Adoption: March 2, 2021
 Staff Work By: R. Trent; C. Alley
 Presentation By: R. McReynolds

Recommendation:

Approve the offer.

Executive Summary:

For ease of long-term maintenance and accessibility, the city has requested that the developer of Frylee Court construct the proposed sanitary sewer to a manhole that does not directly adjoin their property. This easement from Holy Mountain Baptist Church will provide a corridor for this sewer line to be constructed. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owner.

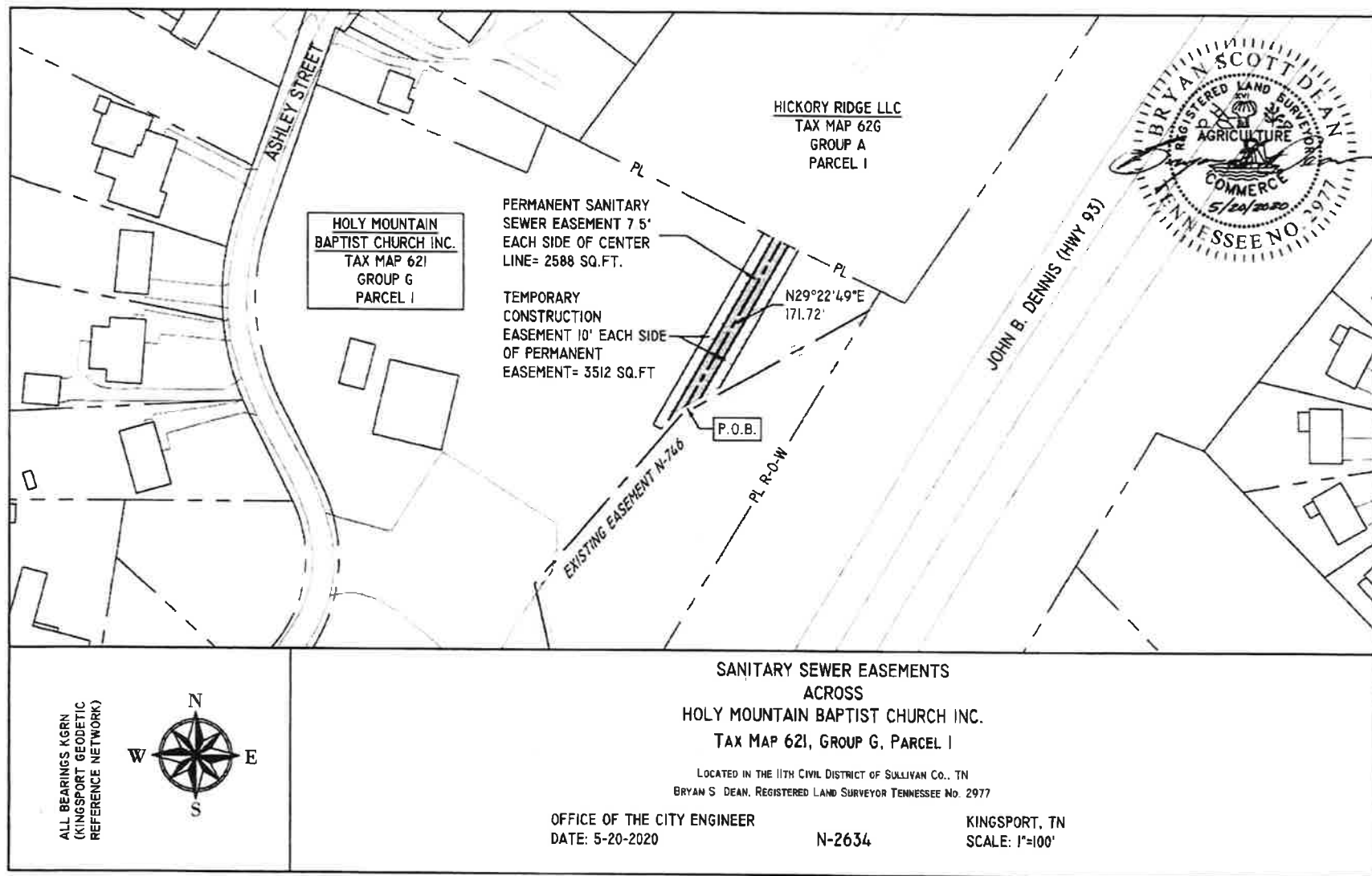
| <u>Tax Map/Parcel</u> | <u>Property Owner</u> | <u>ROW/Easement Area</u> | <u>Appraised Value</u> |
|-----------------------|--------------------------------|--------------------------|------------------------|
| #62I; G-001.00 | Holy Mtn. Baptist Church, Inc. | Perm. 2,588 sq. ft. | \$260.00 |
| | P. O. Box 4177 | Temp. 3,512 sq. ft. | \$270.00 |
| | Kingsport, TN 37665 | | |

This project will be funded under #412-5004-501-9001.

Attachments:

1. Project Location Map

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





AGENDA ACTION FORM

Authorization to Reactivate Apple Developer Program Account

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

Action Form No.: AF-77-2021
 Work Session: March 1, 2021
 First Reading: N/A

Final Adoption: March 2, 2021
 Staff Work By: Committee
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

It is requested to authorize the City Manager, or his designee as the Account Holder for the existing City of Kingsport's Apple Developer Account (Team ID 98H5DRQWA5). This designation authorizes the Account Holder to accept current and subsequent versions of Apple Developer Program Agreements, and to execute any documents necessary.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CITY MANAGER, OR HIS DESIGNEE, AS THE ACCOUNT HOLDER FOR THE EXISTING CITY OF KINGSPORT APPLE DEVELOPER ACCOUNT AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE APPLE DEVELOPER PROGRAM AGREEMENTS AND ANY AND ALL DOCUMENTS AND TAKE ACTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city currently has an Apple Developer Account (Team ID 98H5DRQWA50); and

WHEREAS, to have a customized application and to reactivate the account, the city has to have Developer Account and an individual must be the primary account holder of the Developer Account; and

WHEREAS, such individual needs to authority to accept the Apple terms for the Developer Account; and

WHEREAS, it is requested to authorize the city manager, or his designee, as the Account Holder for the Apple Developer Account (Team ID 98H5DRQWA5); and

WHEREAS, this designation authorizes the Account Holder to accept current and subsequent versions of Apple Developer Program Agreements, and to execute any documents, actual or virtual, and take such acts that are necessary and proper.

Now therefore,

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

SECTION I. That the city manager, or his designee, is authorized as the Account Holder for the Apple Developer Account (Team ID 98H5DRQWA5) and 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, Apple Developer Program Agreements, and to execute any documents, actual or virtual, and take such acts that are necessary and proper to effectuate the reactivation of the account so that it can be used for customized application development or to effectuate the purpose of this resolution.

SECTION II. That the mayor is authorized to designate the city manager as his designee to complete and execute Apple Developer Program Agreements, and to execute any documents, actual or virtual, 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 2nd day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY