



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, July 18, 2022, 4:30 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Dale Phipps, Police Chief
John Morris, Budget Director
Scott Boyd, Fire Chief

1. Call to Order
2. Roll Call
3. Parks and Recreation ARPA Presentation – Kitty Frazier
4. Sync Space Update – Heath Guinn
5. Review of items on July 19, 2022 Business Meeting Agenda
6. Adjourn

Next Work Session, Monday, August 1, 2022, 4:30 p.m.

City of Kingsport

July 19, 2022

Project Status in Pictures

1 Playground - Lynn View

Pickleball and basketball courts are complete, with fencing still needing to be installed.

3 Paving - East Lynn Garden

Paving crews are working in East Lynn Garden around Madison Street. Pictured is Kyle Street.

5 Civic Auditorium Ramp

The ramp is done and railing is being installed.

2 Civic Auditorium Recycling Center

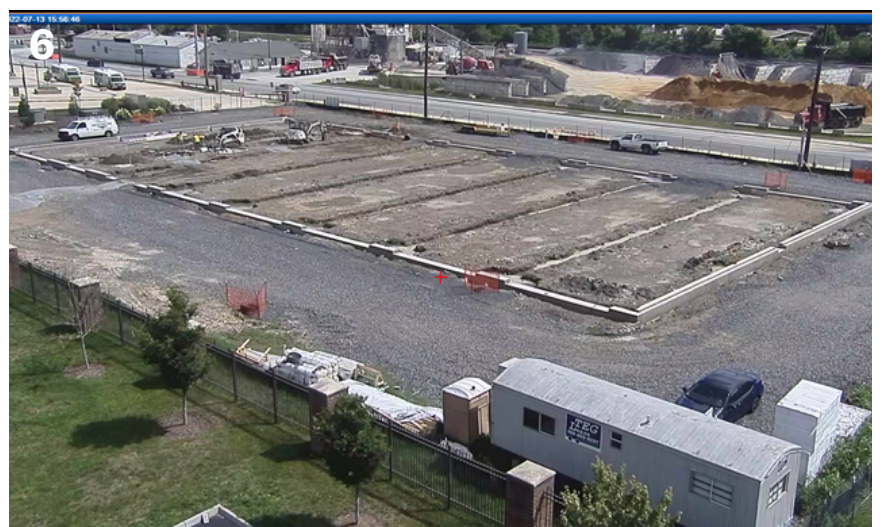
The concrete pad for the recycling containers is complete, with landscaping to be completed this fall.

4 Financial Literacy Initiative

The city is supporting a regional initiative to help people improve their credit scores. Visit kingsporttn.gov for info.

6 KATS - Garage

Crews continue site work and foundation preparation.



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 expects to have a Public Hearing Summer 2022. |
| \$10,000,000.00 | Michael Thompson | Main Street Rebuild | The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded] | 7/1/2024 | BMA approved awarding to Summers-Taylor and the contract documents have been executed. Another public hearing was held June 28th to re-engage the owners, tenants and public. |
| \$4,000,000.00 | Michael Thompson | Brickyard Park Bicycle-Pedestrian Bridge | Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant. | 12/31/2024 | The TDOT requested addition of an historical/architectural assessment has been completed and submitted 4-21-22 to TDOT for review by the Cultural Resources Section. |
| \$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 | Received NTP with Design Phase on 6/13/22. City has paid 20% match. Mattern & Craig has been given approval to proceed with Design Phase. |
| \$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 | 11/1/2022 | Right of Way plans have been submitted to TDOT. Working towards obtaining ROW Certification. |
| \$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. | 12/31/2022 | Architect is working on plans and having discussions with staff. |
| \$1,200,000.00 | Chad Austin | Washington Co Water Task Force - waterline extension | Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area. | 8/31/2022 | Engineering division is surveying project area |
| \$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 | Design Underway. |
| \$952,601.98 | Michael Borders | Riverbend Park - Phase 1 | | 11/23/2022 | Preconstruction conference was held on July 5. Construction expected to begin in late July. |
| \$850,000.00 | Chad Austin | ETSU @ Valleybrook Farm sewer extension | Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County. | 12/31/2022 | Easements aquired. |

| Estimated Cost | Project Owner | Project Name | Project Description | Completion Date | CurrentStatus |
|----------------|--------------------|--|---|-----------------|---|
| \$690,000.00 | David Frye/Schools | JFJ Stadium Lighting Improvements | | 7/30/2022 | Project is complete except some punch list items. Musco will be performing the light startup on July 14. |
| \$393,285.00 | Tom Hensley | Wwtp Digester Cleaning | Two Wastewater plant 75' digesters were last cleaned in 2004. Grit and solids have built up in these two tanks and causing problems pumping sludge from tanks to the dewatering centrifuges. | | 6/21/22 - AF to BMA to award contract to low bidder, Merrell Bros. Inc |
| \$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 | 6/30/2024 | Scheduled for construction in FY24 |
| | Borders, Michael | Collar Replacement | Collar replacement for all 18 holes at Cattails at Meadowview | | Bids are scheduled to be opened on July 21. |
| | Chris Campbell | KATS Maintenance Facility Phase 2 | Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded) | | Site work continues. |
| | Chris Markley | Archives Move and Demo | Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library. | 7/22/2022 | Demolition and removal of cage and shelving in old Archives is complete. Archives furniture scheduled to be delivered the week of August 5. Art Rack and textile racks to be delivered and installed by end of July |
| | Kitty Frazier | Bike Park at Brickyard | New Bike Park in the vicinity of the new Skate Park. | | Design process is at 60% review. |
| | Kitty Frazier | Project Diabetes - Phase 3 | Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center. | 6/30/2022 | Courts paved, shelter erected. |
| | Kitty Frazier | Riverbend Park - Phase 1 | New park at the Riverbend area. | | Project bids were received and are currently being evaluated. |
| | Megan Krager | BMP Nature Center Balcony | Renovation of the Nature Center Balcony at Bays Mountain Park | | Bid documents set to advertise in mid-July. |
| | Michael Borders | Bays Mountain Park Amphitheater | Construction of new amphitheater at Bays Mountain | | Design is currently under review by design project estimators for final construction cost estimates. |
| | Michael Borders | MeadowView Roof Replacement | Partial Re-Roofing of the MeadowView Conference Resort & Convention Center | | Bids were opened on June 15, and City staff are evaluating bids. |

Status Updates on Active Projects sorted by Completion Date

| Estimated Cost | Project Owner | Project Name | Project Description | Completion Date | CurrentStatus |
|----------------|--------------------|---|--|-----------------|---|
| | Borders, Michael | Collar Replacement | Collar replacement for all 18 holes at Cattails at Meadowview | | Bids are scheduled to be opened on July 21. |
| | Chris Campbell | KATS Maintenance Facility Phase 2 | Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded) | | Site work continues. |
| | Kitty Frazier | Bike Park at Brickyard | New Bike Park in the vicinity of the new Skate Park. | | Design process is at 60% review. |
| | Kitty Frazier | Riverbend Park - Phase 1 | New park at the Riverbend area. | | Project bids were received and are currently being evaluated. |
| | Megan Krager | BMP Nature Center Balcony | Renovation of the Nature Center Balcony at Bays Mountain Park | | Bid documents set to advertise in mid-July. |
| | Michael Borders | Bays Mountain Park Amphitheater | Construction of new amphitheater at Bays Mountain | | Design is currently under review by design project estimators for final construction cost estimates. |
| | Michael Borders | MeadowView Roof Replacement | Partial Re-Roofing of the MeadowView Conference Resort & Convention Center | | Bids were opened on June 15, and City staff are evaluating bids. |
| \$393,285.00 | Tom Hensley | Wwtp Digester Cleaning | Two Wastewater plant 75' digesters were last cleaned in 2004. Grit and solids have built up in these two tanks and causing problems pumping sludge from tanks to the dewatering centrifuges. | | 6/21/22 - AF to BMA to award contract to low bidder, Merrell Bros. Inc |
| | Kitty Frazier | Project Diabetes - Phase 3 | Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center. | 6/30/2022 | Courts paved, shelter erected. |
| | Chris Markley | Archives Move and Demo | Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library. | 7/22/2022 | Demolition and removal of cage and shelving in old Archives is complete. Archives furniture scheduled to be delivered the week of August 5. Art Rack and textile racks to be delivered and installed by end of July |
| \$690,000.00 | David Frye/Schools | JFJ Stadium Lighting Improvements | | 7/30/2022 | Project is complete except some punch list items. Musco will be performing the light startup on July 14. |
| \$1,200,000.00 | Chad Austin | Washington Co Water Task Force - waterline extension | Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area. | 8/31/2022 | Engineering division is surveying project area |
| \$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 | 11/1/2022 | Right of Way plans have been submitted to TDOT. Working towards obtaining ROW Certification. |

| Estimated Cost | Project Owner | Project Name | Project Description | Completion Date | CurrentStatus |
|-----------------|------------------|--|--|-----------------|---|
| \$952,601.98 | Michael Borders | Riverbend Park - Phase 1 | | 11/23/2022 | Preconstruction conference was held on July 5. Construction expected to begin in late July. |
| \$850,000.00 | Chad Austin | ETSU @ Valleybrook Farm sewer extension | Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County. | 12/31/2022 | Easements aquired. |
| \$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. | 12/31/2022 | Architect is working on plans and having discussions with staff. |
| \$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 expects to have a Public Hearing Summer 2022. |
| \$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 | Received NTP with Design Phase on 6/13/22. City has paid 20% match. Mattern & Craig has been given approval to proceed with Design Phase. |
| \$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 | Design Underway. |
| \$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 | 6/30/2024 | Scheduled for construction in FY24 |
| \$10,000,000.00 | Michael Thompson | Main Street Rebuild | The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded] | 7/1/2024 | BMA approved awarding to Summers-Taylor and the contract documents have been executed. Another public hearing was held June 28th to re-engage the owners, tenants and public. |
| \$4,000,000.00 | Michael Thompson | Brickyard Park Bicycle-Pedestrian Bridge | Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant. | 12/31/2024 | The TDOT requested addition of an historical/architectural assessment has been completed and submitted 4-21-22 to TDOT for review by the Cultural Resources Section. |



Revised 7/18/22

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, July 19, 2022, 7:00 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Morris, Budget Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Dale Phipps, Police Chief
Scott Boyd, Fire Chief
Tyra Copas, Human Resources Director
John Rose, Economic Development Director

I. CALL TO ORDER

II.A PLEDGE OF ALLEGIANCE TO THE FLAG –

II.B INVOCATION – Pastor Adam Love, Mafair United Methodist Church

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. Recognition of D. Bruce Shine – Mayor Shull and Representative Bud Hulsey (Betsy Shine)
2. Keep Kingsport Beautiful Beautification Awards – Sharon Hayes

IV.B. APPOINTMENTS

1. Appointment to the Kingsport Public Library Commission (AF:200-2022) (Mayor Shull)
 - Appointment

7/18/22

2. Appointments to the Parks and Recreation Advisory Committee (AF:201-2022)
(Mayor Shull)

- Appointment

V. APPROVAL OF MINUTES

1. Work Session – June 20, 2022
2. Business Meeting – June 21, 2022
3. Called Business Meeting – July 8, 2022

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of an Ordinance to Amend the FY 2023 the General Purpose School Fund and the General Project Fund Budgets (AF:221-2022) (David Frye)
 - Ordinance – First Reading
2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:223-2022) (Chris McCartt)
 - Ordinance – First Reading
3. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF:224-2022) (Chris McCartt)
 - Ordinance – First Reading
4. A Resolution to Opt-In to the Extended Hours for the Sale of Alcohol Beverages and Beer (AF:212-2022) (Chris McCartt)
 - Resolution
5. Consideration of an Ordinance to Amend Section 6-218 of the City Code to Change the Hours of Beer Sales (AF:216-2022) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consider an Ordinance to Amend the Zoning Ordinance (AF:184-2022) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption

Resolution typo 7/18/22

2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:192-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance to Amend the Water Fund Budget for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 (AF:207-2022) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption
4. Consideration of an Ordinance to Amend the Sewer Fund Budget for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 (AF:208-2022) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. A Resolution Authorizing the Mayor to Execute and Agreement for the Employee Physical Wellness Program (AF:185-2022) (Tyra Copas)
 - Resolution
2. A Resolution to Renew the MOU with Camelot Care Centers, Inc., for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF:202-2022) (David Frye)
 - Resolution
3. A Resolution to Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF:203-2022) (David Frye)
 - Resolution
4. Consideration of Resolution to Approve Addendum 8 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF:215-2022) (David Frye)
 - Resolution
5. A Resolution to Award the Bid to Pavewell Paving Co. for 2022 Contracted Paving Area 28A and Authorizing the Mayor to Sign all Applicable Documents (AF:206-2022) (Ryan McReynolds)
 - 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. A Resolution Authorizing the Mayor to Sign Agreement with Tri-Cities United for the Use of Eastman Park at Horse Creek (AF:175-2022) (Michael Borders)
 - Resolution

2. A Resolution Authorizing the Mayor to Sign Agreement with Tri-Cities United for concession rights at Eastman Park at Horse Creek (AF:178-2022) (Michael Borders)
 - Resolution
3. A Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for \$26,137 from the Department of Justice FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF:204-2022) (Chief Phipps)
 - Resolution
4. A Resolution Authorizing the Mayor to Execute a Signatory Authority Form Allowing the Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2022 (AF:205-2022) (Chief Phipps)
 - Resolution
5. A Resolution Authorizing the Kingsport City Attorney to Execute and File Applications and Necessary Documents for Federal Assistance on Behalf of the City of Kingsport (AF:214-2022) (Chris McCartt)
 - Resolution
6. A Resolution to Approve the Area Agency on Aging and Disability Grant for FY 22-23 (AF:210-2022) (Shirley Buchanan)
 - Resolution
7. A Resolution to Approve the West End Foundation Grant and Ratify the Mayors Signature (AF:211-2022) (Shirley Buchanan)
 - Resolution
8. A Resolution to Combine the Carousel Division Part-Time Position and the Cultural Arts Division Part-Time Position to one Full-time Position (AF:218-2022) (Michael Borders)
 - Resolution
9. A Resolution to Approve an Agreement Between the Bays Mountain Park Association and the City of Kingsport for Event Registration and Ticket Sales Through CivicRec (AF:219-2022) (Michael Borders)
 - Resolution
10. A Resolution Authorizing the Mayor to Sign an Agreement with the Kingsport Tribe Youth Football and Cheer for the use of Facilities and to Approve a One Time Appropriation (AF:217-2022) (Michael Borders)
 - Resolution

11. A Resolution to Accept an In-Kind Donation of Services from Enviro-Goat LLC and Authorizing the Mayor to Execute an Amendment to the Current Agreement for the Same (AF:225-2022) (John Rose/Chris McCartt)
 - Resolution

VIII. COMMUNICATIONS

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

Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non- personal in nature, and they should be limited to five minutes.

IX. ADJOURN



AGENDA ACTION FORM

Appointment to the Kingsport Public Library Commission

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

Action Form No.: AF-200-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Chris Markley
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Luke Brogden to the Kingsport Public Library Commission replacing Dr. Dorothy Dobbins whose term has expired and has reached her term limit. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

The commission is comprised of seven (7) members who are residents of Kingsport. Terms are three years with a two consecutive term limit. Members can be reappointed after a minimum three-year break in service.

| Current Commission: | | | |
|---------------------|--------------|--------------|--------------|
| Member | Term Expires | No. of Terms | Eligibility |
| Kate Harden | 6/30/25 | 2 | KPT Resident |
| Dorothy Dobbins | 6/30/22 | 2 | KPT Resident |
| Jaclyn Clendenen | 6/30/23 | 1 | KPT Resident |
| Julie Hammonds | 6/30/23 | 1 | KPT Resident |
| Joe Ewing | 6/30/25 | 1 | KPT Resident |
| Mickey Shull | 6/30/24 | 1 | KPT Resident |
| Betsy Cooper | 6/30/24 | 2 | KPT Resident |

| Recommended Commission: | | | |
|-------------------------|--------------|--------------|--------------|
| Member | Term Expires | No. of Terms | Eligibility |
| Kate Harden | 6/30/25 | 2 | KPT Resident |
| Luke Brogden | 6/30/25 | 1 | KPT Resident |
| Jaclyn Clendenen | 6/30/23 | 1 | KPT Resident |
| Julie Hammonds | 6/30/23 | 1 | KPT Resident |
| Joe Ewing | 6/30/25 | 1 | KPT Resident |
| Mickey Shull | 6/30/24 | 1 | KPT Resident |
| Betsy Cooper | 6/30/24 | 2 | KPT Resident |

Attachments:

1. Luke Brogden Bio

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


Luke Brogden

Luke Brogden is a Kingsport native. He graduated from Dobyns-Bennett in 2003, University of Tennessee in 2006 (B.S., Journalism), and East Tennessee State in 2012 (Master's, Special Education). He has worked for a decade in special education with a concentration in reading intervention and English Language Arts, in schools in Sullivan, Hamblen, Knox and Union counties. He is currently employed at Tennessee Virtual Academy. He has in the past worked in arts fundraising and sponsorship with the Tennessee and Bijou Theaters through his employment with their managing partner AC Entertainment. He has interned and worked for the Times-News. He is currently the Music Editor for Blank Newspaper in Knoxville, Contributing Editor for Abingdon-based Appalachian Artists music blog, and is the Producer of From the Living Room House Concerts and bandleader of roots group Southern Cities. He lives in Green Acres with his wife Lauren, daughter Violet and a slew of mostly domesticated animals. He was fortunate to enjoy the Kingsport Public Library throughout his childhood and looks forward to assisting it in any way he can!



AGENDA ACTION FORM

Appointments to the Parks and Recreation Advisory Committee

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

Action Form No.: AF-201-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Kitty Frazier
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint the following to the Parks and Recreation Advisory Committee.

- Bradley T Hoover
- Bob Jack
- Pam Mahaffey

If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

The committee is comprised of nine (9) at-large members. City code does not specify members be city residents but it is the practice. Members represent a geographic cross section of the city and serve on subcommittees for various parks and recreation programs. Terms are three years with no term limit.

| Current Committee: | | | |
|--------------------|--------------|--------------|-------------|
| Member | Term Expires | No. of Terms | Eligibility |
| Brad Hoover | 7/31/22 | 4 | At-large |
| Bob Jack | 7/31/22 | 4 | At-large |
| Pam Mahaffey | 7/31/22 | 2 | At-large |
| Tony Williams | 7/31/23 | 1 | At-large |
| Jeff Walker | 7/31/23 | 4 | At-large |
| Pete Lodal | 7/31/23 | 8 | At-large |
| Reba Barber | 7/31/24 | 5 | At-large |
| Alan Meade | 7/31/24 | 4 | At-large |
| Andrew Zuehlke | 7/31/24 | 1 | At-large |

| Recommended Committee: | | | |
|------------------------|--------------|--------------|-------------|
| Member | Term Expires | No. of Terms | Eligibility |
| Brad Hoover | 7/31/25 | 5 | At-large |
| Bob Jack | 7/31/25 | 5 | At-large |
| Pam Mahaffey | 7/31/25 | 3 | At-large |
| Tony Williams | 7/31/23 | 1 | At-large |
| Jeff Walker | 7/31/23 | 4 | At-large |
| Pete Lodal | 7/31/23 | 8 | At-large |
| Reba Barber | 7/31/24 | 5 | At-large |
| Alan Meade | 7/31/24 | 4 | At-large |
| Andrew Zuehlke | 7/31/24 | 1 | At-large |

Attachments:

1. Bradley T. Hoover Bio
2. Bob Jack Bio
3. Pam Mahaffey Bio

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

Bradley T. Hoover
3836 Lochwood Road
Kingsport, TN 37660
(423) 245-2811
hoover@chartertn.net

Education: Tennessee Commercial Lending School – 1992
LSU Graduate School of Banking – 1991
Tennessee School of Banking – 1988
Clemson University – 1982 BS Administrative Management
DBHS-1978

Employment: Senior Vice President--Commercial Lending Community 1st Bank
(December 2020-Present)

Honors and Activities:

First Broad Street United Methodist Church – Usher, 1998 Missions Team -Estonia
Kingsport Area Chamber of Commerce President – 2006
Kingsport Chamber - Treasurer - 2019
Past President Downtown Kingsport Rotary – 1996, 2014
Kingsport City Parks & Recreation Advisory Committee
Kingsport Boys & Girls Club Inc. – Foundation Board
Clemson University Parents' Development Board – Co-Chair 2008
Fun Fest Chairman – 1999
Past President Downtown Kingsport Association - 1997
Kingsport Jaycee Outstanding Young Man of the Year - 1995
40 Under 40 Award Recipient –1994
Leadership Kingsport Graduate – 1992

Family:

Wife- Leigh Anne W Hoover
Jennifer W Hoover -teacher Greenville, SC
Bradley T Hoover, Jr-Visit Kingsport, Kingsport, TN

Biography for Bob Jack

Bob was born and raised in the southern West Virginia coalfield town of Welch. He attended McDowell County public schools and graduated from Mount View High School in 1981. He then attended Virginia Tech, receiving a B.S. in Chemical Engineering in 1985. Following college, Bob accepted a job with Eastman Chemical Company in Kingsport, TN in the Polymers Division. He has now been with Eastman for over 29 years in a variety of manufacturing, engineering, and development assignments. Currently, he is a Senior Development Associate responsible for the Acetyl Process Improvement development group in the Chemicals Development Division. Bob also attended graduate school at East Tennessee State University and received his MBA in 1993. Bob has been married to Laura Jack for 27 years and they have four children; Christopher (24), Allison (22), Meredith (20), and Benjamin (19).

The Jack family has lived in Kingsport since 1998. Bob has previously served on the Parks and Recreation Board and on the Athletics advisory committee. He also has coached in the city recreational baseball league for several years. Bob and his family attend First Baptist Church in Kingsport where he is an ordained deacon and Sunday School teacher. His hobbies include woodworking and photography.

Contact Information:

Address: 5318 Canova Ct, Kingsport TN, 37664

Home Phone: 288-9211

Work Phone: 229-5939

Cell Phone: 963-1346

*Pamela K Mahaffey
3030 Calton Hill
Kingsport, TN 37664*

*Kingsport Regional Director
Eastman Credit Union
2021 Meadowview Lane
Kingsport, TN 37660
pmahaffey@ecu.org
www.ecu.org
423-578-7640
423-444-5747*

Biography

Pam is a financial professional with over 20 years of management experience. During her career, she has held a broad range of positions at several financial institutions including First American Bank, UT Federal Credit Union and most recently, Regional Director at Eastman Credit Union.

Pam joined Eastman Credit Union in March of 1999 and was promoted to Regional Director in May 2012. She currently oversees the branch operations of Eastman Credit Union's Kingsport Region with responsibility for eight branches, MSR Support groups, and the Outbound Calling Department.

Pam graduated from Central High School in Blountville, TN and attended Northeast State University. She has also completed a variety of specialized Credit Union training curriculums.

Pam is married to Ed Mahaffey who is currently the Sales Manager of Builder's First Source. Pam and Ed have three sons, Russ, Daniel and Alex. They also enjoy four grandchildren, Dilyn (19), Grayson (17), Harper (11) and Gunnar (8).

Community Involvement

Pam served on the Board of Directors of the Kingsport Chamber of Commerce from January 2013 – December 2016. She also served on the Board of Directors for the Downtown Kingsport Association (DKA) as well as the DKA Executive Committee as Secretary from January 2012 – December 2015. She held the position of Treasurer for the Kingsport Kiwanis Club 2015-2017 where she also participated on the Reading Project, Golf Tournament, and Key Club committees. Pam served 5 years on the Fun Fest Council and currently participates on the Fun Fest Liaison Committee.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 20, 2022, 4:30 PM
City Hall, Boardroom, 415 Broad Street

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

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
Jessica Harmon, Assistant City Manager
Bart Rowlett, City Attorney
Michael Thompson, Public Works Director
Lisa Winkle, City Recorder/Treasurer
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
John Morris, Budget Officer
Ken Weems, Planning Manager
John Burkholder, Risk Manager
Tyra Copas, Human Resources Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** by City Manager Chris McCartt..
3. **REVIEW OF AGENDA ITEMS ON THE JUNE 21, 2022 REGULAR BUSINESS MEETING AGENDA.** City staff 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.A.1 Annex and Adopt a Plan of Services for the Fieldcrest Annexation and Consider an Ordinance to Amend the Zoning (AF: 184-2022). Planning Manager Ken Weems presented this item and answered questions from the board regarding this new development. He provided details on the rezoning aspect as well as the plan of services and cost analysis for this area, noting it would pay for itself pretty quickly. Mr. Weems confirmed one citizen showed up at the planning commission in opposition due to traffic concerns, however the planning commission voted unanimously to send a favorable recommendation to the BMA to approve this project. There was some discussion throughout the presentation.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, June 20, 2022

City Manager McCartt commented on the the general fund budget and answered questions. He also briefly addressed the water and sewer budgets. Some discussion ensued.

VI.D.1 Amend Fee Resolution for FY23 Fees and Charges Provided for in the City Code (AF: 118-2022). City Manager McCartt discussed this item, noting many changes reflect inflation so the city recoups the cost of certain items. Assistant City Manger Borders provided further details on many of the changes, noting staff did research to ensure the cost for the services provided were competitive with other munucipalities. .

VI.D.3 Bid Award to Summers-Taylor, Inc. for the Main Street Redevelopment Project (AF: 191-2022). City Manager McCartt commented on this item, pointing out this has been a long time in the making and glad to finally get to this point. He stated the project would allow a rebuild of Main Street, improve the streetscape, provide structure repair and upgrade the utilities. He thanked city staff who have worked on this project over the years. Lastly he pointed out the State of Tennessee was paying the majority of the cost for this 17 million dollar project.

VI.D.9 Authorize the Mayor to Execute Documents to Apply for and Receive a Drinking Water Revolving Loan from the State of Tennessee for the Purchase of Water Meters (AF: 197-2022). City Manager McCartt discussed this item and Deputy City Manager McReynolds provided further details and answered questions from the board. He pointed out this would provide additional functionality for staff.

VI.D.10 Bid Award for Partial Re-Roofing of the MeadowView Conference Resort & Convention Center (AF: 198-2022). City Manager McCartt commented this would be the first time the roof has been replaced since it opened. He stated jis appreciation for the work Assistant City Manager Borders has put into this project regarding detailed engineering which resulted in good bids. He confirmed this is only the hotel portion of the building and not the executive conference center. Mr. Borders provided further details.

VII.8 Educational Partnership Agreement with King University Discounting Tuition for City Employees (AF: 182-2022). Alderman Montgomery stated he was a trustee there and would not be voting on this item.

VII.11 Authorize the Mayor to Execute Agreements with Various Agencies and Organizations for Services in FY22-23 Benefiting the General Welfare of Kingsport Residents (AF: 199-2022). The City Manager pointed out a change in this item from last year is the organizations have been asked to provide a financial breakdown showing totally revenue in regards to their total budget to better understand operating expenses. He stated each partner was provided a worksheet to capture this information which will help staff plan as the FY 23 budget moves forward and work on the FY 24 budget begins.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, June 20, 2022**

Police Chief Phipps commented on a recent social media post that discussed the violent crime rate in the City of Kingsport was increasing. He stated this was not factually based, pointing out they have actually decreased. The Chief also pointed out this individual compared Kingsport to Baltimore, Maryland, explaining how crime is reported differently in that state and was not a true comparison. He also stated he could not find the validating source for the information this post presented and noting the boundaries they provided on their maps included many in the county. Chief Phipps also pointed out the TBI does an annual audit to unsure accurate reporting. Some discussion followed as he answered questions from the board members.

Mayor Shull reminded the board the 4th of July parade was on July 2. Alderman Montgomery thanked the staff, police and fire employees for a successful Juneteenth event. Alderman Olterman commented on the chief's presentation. Vice-Mayor George also thanked the chief for the information he presented.

4. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 21, 2022, 7:00 PM
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

| | |
|-----------------------------------|--------------------------|
| Mayor Patrick W. Shull, Presiding | |
| Vice Mayor Colette George | Alderman Paul Montgomery |
| Alderman Betsy Cooper | Alderman Tommy Olterman |
| Alderman Darrell Duncan | Alderman James Phillips |

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney
Lisa Winkle, Treasurer/City Recorder

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

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

II.B. INVOCATION: Rector Johnny Tuttle, St. Paul's Episcopal.

III.A. ROLL CALL: By City Recorder Winkle. All Present.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Recognition of Dean Blevins, TCAT (Alderman Phillips)
2. Keep Kingsport Beautiful Beautification Awards – Neil Brown
3. Employee Dependent Scholarship Recipients – Rhees Christian, Sara Cruthers, Maggie Ensor, Phillip Fagg, Caroline Harbin, Natalie Harbin, Heather Hillman, Riley Hollowell, Noah Martin, Gavin Morelock, Jaden Shaw, Noriah Shaw, Ava Sherer, William Sherer, Lauren Spencer (Tyra Copas)
4. Amateur Radio Days Proclamation (Mayor Shull)

IV.B. APPOINTMENTS/REAPPOINTMENTS.

(These items are considered under one motion.)

Motion/Second: Olterman/George, to approve:

1. **Reappointment to Petworks** (AF: 188-2022) (Mayor Shull).

Approve:

REAPPOINTMENT OF JOHN CAMPBELL TO **PETWORKS** FOR AN ADDITIONAL YEAR TO MAINTAIN CONTINUITY WITH THE APPROACHING RETIREMENT OF TOM PARHAM EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 1, 2023.

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

2. Reappointments to the Tree Advisory Board (AF: 189-2022) (Mayor Shull).

Approve:

REAPPOINTMENT OF DAN WERNICK, DAVID WILLIAMS, TIMOTHY MARTIN AND DENISE ISAACS TO SERVE ANOTHER TWO-YEAR TERM ON THE ***TREE ADVISORY BOARD***. ALL REAPPOINTMENTS ARE EFFECTIVE IMMEDIATELY AND EXPIRE ON JULY 31, 2024.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

- A. June 6, 2022 Regular Work Session
- B. June 7, 2022 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Annex and Adopt a Plan of Services for the Fieldcrest Annexation and Consider an Ordinance to Amend the Zoning (AF: 184-2022) (Ken Weems).

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

Motion/Second: George/Olterman, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FIELDCREST ROAD FROM COUNTY A-1, GENERAL AGRICULTURAL DISTRICT, TO PD (PLANNED DEVELOPMENT DISTRICT), R-3 (LOW DENSITY APARTMENT DISTRICT), R-5 (HIGH DENSITY APARTMENT DISTRICT) AND B-1 (NEIGHBORHOOD BUSINESS DISTRICT).IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye” except Cooper who abstained.

Motion/Second: Olterman/Phillips, to pass:

Resolution No. 2022-264, A RESOLUTION TO ANNEX CERTAIN TERRITORY SITUATED OUTSIDE OF THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 7th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE FIELDCREST ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting “aye” except Cooper who abstained.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

Motion/Second: Duncan/Olterman, to pass:

Resolution No. 2022-265, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE FIELDCREST ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH SULLIVAN COUNTY FOR THE PROVISION OF ROAD AND BRIDGE MAINTENANCE AS WELL AS EMERGENCY SERVICES TO INTERCEDING PROPERTIES PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 6-51-104 AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE INTERLOCAL AGREEMENT

Passed: All present voting “aye” except Cooper who abstained.

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. **Budget Adjustment for Various Funds in FY22** (AF: 192-2022) (Chris McCartt).

Motion/Second: Montgomery/Cooper, to pass:

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. **Vacate a Portion of Jared Drive** (AF: 158-2022) (Ken Weems).

Motion/Second: Montgomery/Phillips, to pass:

ORDINANCE NO. 7017, AN ORDINANCE TO VACATE A PORTION OF JARED DRIVE SITUATED IN THE CITY OF KINGSPORT, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. **Abandon 15’ Wide Sanitary Sewer Easement** (AF: 159-2022) (Savannah Garland).

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 7018, AN ORDINANCE TO ABANDON A 15’ WIDE SANITARY SEWER EASEMENT LOCATED OFF OF ROCK SPRINGS ROAD SITUATED IN THE CITY OF KINGSPORT, FOURTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

3. Adopt the FY22-23 Budget (AF: 166-2022) (Chris McCartt)

Motion/Second: George/Olterman, to pass:

ORDINANCE NO. 7019, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Adopt the FY22-23 Water Fund Budget (AF: 167-2022) (Ryan McReynolds)

Motion/Second: Duncan/Olterman, to pass:

ORDINANCE NO. 7020, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Adopt the FY22-23 Sewer Fund Budget (AF: 168-2022) (Ryan McReynolds)

Motion/Second: George/Cooper, to pass:

ORDINANCE NO. 7021, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Adopt the FY22-23 Metropolitan Planning Project Grant Fund Budget (AF: 169-2022) (Chris McCartt)

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 7022, AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

7. Adopt the FY22-23 Community Development Block Grant Fund Budget (AF: 170-2022) (Chris McCartt)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 7023, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

8. Adopt the FY22-23 School Public Law 93-380 Grant Project Fund Budget (AF: 171-2022) (Chris McCartt)

Motion/Second: Duncan/Cooper, to pass:

ORDINANCE NO. 7024, AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

9. Adopt the FY22-23 Schools Special Projects Grant Fund Budget (AF: 172-2022) (Chris McCartt)

Motion/Second: Phillips/Olterman, to pass:

ORDINANCE NO. 7025, AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

10. Budget Adjustment for Various Funds in FY22 (AF: 173-2022) (Chris McCartt)

Motion/Second: George/Duncan, to amend as read by the City Attorney.

Passed: All present voting “aye.”

Motion/Second: Olterman/Montgomery, to pass as amended:

ORDINANCE NO. 7026, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

D. OTHER BUSINESS.

1. Amend Fee Resolution for FY23 Fees and Charges Provided for in the City Code (AF: 118-2022) (Chris McCartt).

Motion/Second: Olterman/Phillips, to pass:

Resolution No. 2022-266, A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSFORT CODE OF ORDINANCES

Passed: All present voting "aye."

2. Authorize the Mayor to Execute the CASE Benchmark Assessment Program Renewal Agreement with Certica Solutions, Inc. d/b/a Instructure, Inc. (AF: 190-2022) (David Frye)

Motion/Second: Montgomery/Phillips, to pass:

Resolution No. 2022-267, A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH CERTICA SOLUTIONS INC. D/B/A INSTRUCTURE INC. FOR KINGSFORT CITY SCHOOLS CASE BENCHMARK ASSESSMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

3. Bid Award to Summers-Taylor, Inc. for the Main Street Redevelopment Project (AF: 191-2022) (Ryan McReynolds).

Motion/Second: Montgomery/George, to pass:

Resolution No. 2022-268, A RESOLUTION AWARDDING THE BID FOR THE MAIN STREET REDEVELOPMENT 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: All present voting "aye."

4. Approve 2022-2023 Annual Action Plan for the Community Development Block Grant (AF: 186-2022) (Jessica McMurray).

Motion/Second: Duncan/George, to pass:

Resolution No. 2022-269, A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2022 – 2023 ANNUAL ACTION PLAN, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2023, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

5. Release the City from Agreement and Mortgage with the United States Economic Development Administration for the Regional Center for Applied Technology without Compensation (AF: 195-2022) (Chris McCartt).

Motion/Second: George/Cooper, to pass:

Resolution No. 2022-270, A RESOLUTION APPROVING A LETTER OF INTENT OF RECEIVING A RELEASE FROM THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE REGIONAL CENTER FOR APPLIED TECHNOLOGY AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF INTENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF INTENT AND THIS RESOLUTION

Passed: All present voting “aye.”

6. Bid Award for Contract for KCS Surveillance Camera Upgrade Project to Central Technologies (AF: 181-2022) (David Frye).

Motion/Second: Duncan/Phillips, to pass:

Resolution No. 2022-271, A RESOLUTION AWARDED A CONTRACT FOR THE KINGSFORT CITY SCHOOLS SURVEILLANCE CAMERA UPGRADE PROJECT TO CENTRAL TECHNOLOGIES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

Passed: All present voting “aye.”

7. Authorize the Mayor to Execute All Necessary Documents for Third Party Administration Claim Services for the City and School System (AF: 154-2022) (John Burkholder).

Motion/Second: Phillips/George, to pass:

Resolution No. 2022-272, A RESOLUTION ACCEPTING THE PROPOSAL OF CANNON COCHRAN MANAGEMENT SERVICES, INC. FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION SERVICES FOR THE CITY AND ITS KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CANNON COCHRAN MANAGEMENT SERVICES, INC. AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

8. Bid Award for Wastewater Treatment Plant Anaerobic Digester Cleaning Project to Merrell Bros Inc. (AF: 196-2022) (Ryan McReynolds).

Motion/Second: Phillips/George, to pass:

Resolution No. 2022-273, A RESOLUTION AWARDED THE BID FOR THE WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER CLEANING PROJECT TO MERRELL BROS, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

9. Authorize the Mayor to Execute Documents to Apply for and Receive a Drinking Water Revolving Loan from the State of Tennessee for the Purchase of Water Meters (AF: 197-2022) (Ryan McReynolds).

Motion/Second: Montgomery/George, to pass:

Resolution No. 2022-274, A RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

Passed: All present voting “aye.”

10. Bid Award for Partial Re-Roofing of the MeadowView Conference Resort & Convention Center (AF: 198-2022) (Michael Borders).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2022-275, A RESOLUTION AWARDED THE BID FOR THE PARTIAL RE-ROOFING PROJECT OF THE MEADOWVIEW CONFERENCE RESORT AND CONVENTION CENTER TO GENESIS ROOFING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT.

Passed: All present voting “aye.”

VII. CONSENT AGENDA.

(These items are considered under one motion except for Item VII.8 which was voted on separately.)

Motion/Second: George/Montgomery, to adopt:

1. ~~Agreement with Tri-Cities United for the Use of Eastman Park at Horse Creek~~ (AF: 175-2022) (Michael Borders). This item was pulled from the agenda on June 20, 2022.

2. ~~Agreement with Tri-Cities United for Concession Rights at Eastman Park at Horse Creek~~ (AF: 178-2022) (Michael Borders). This item was pulled from the agenda on June 20, 2022.

3. Purchase Replacement Textbooks for Kingsport City Schools for FY23 and Authorize the City Manager to Execute a Blanket Purchase Order (AF: 180-2022) (David Frye).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

Pass:

Resolution No. 2022-276, A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT TEXTBOOKS BY KINGSFORT CITY SCHOOLS FOR FISCAL YEAR 2023 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PURCHASE ORDER FOR THE SAME

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

4. Extend Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP) and the Kingsport Center for Higher Education (KCHE) (AF: 193-2022) (Jessica Harmon).

Pass:

Resolution No. 2022-277, A RESOLUTION APPROVING AMENDMENTS TO THE LEASES WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSFORT CENTER FOR HIGHER EDUCATION, TO RENEW THE AGREEMENTS FOR ONE YEAR AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AMENDMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AMENDMENTS

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

5. Extend Approval for Northeast State Community College to Enter into Sublease Agreements with Participating Institutions (AF: 194-2022) (Jessica Harmon).

Pass:

Resolution No. 2022-278, A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY PROVIDING CLASSES AT THE KINGSFORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

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

6. Approve Limited Warranty on the Generator at the Fire Training Facility (AF: 177-2022) (Chief Boyd).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

Pass:

Resolution No. 2022-279, A RESOLUTION APPROVING A GES/MSG WARRANTY ACKNOWLEDGEMENT FORM WITH GENERAC POWER SYSTEMS, INC., FOR A LIMITED WARRANTY FOR THE STAND-BY GENERATOR INSTALLED AT THE FIRE TRAINING FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE FORM

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

7. Renewal of Lease with West View Baptist Church for the Parking Area for Kingsport City Schools (AF: 179-2022) (David Frye).

Pass:

Resolution No. 2022-280, A RESOLUTION AUTHORIZING THE RENEWAL OF THE LEASE WITH WEST VIEW BAPTIST CHURCH FOR PARKING AREAS FOR KINGSFORT CITY SCHOOLS

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

8. Educational Partnership Agreement with King University Discounting Tuition for City Employees (AF: 182-2022) (Tyra Copas).

Motion/Second: George/Olterman, to adopt:

Resolution No. 2022-281, A RESOLUTION APPROVING AN EDUCATION PARTNERSHIP AGREEMENT WITH KING UNIVERSITY 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: Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye" and Montgomery abstaining.

9. Adopt U.S. Department of Labor Apprenticeship Standards and Authorize the Mayor to Execute a Registered Apprenticeship Standards Agreement (AF: 183-2022) (Tyra Copas).

Pass:

Resolution No. 2022-282, A RESOLUTION ADOPTING THE U.S. DEPARTMENT OF LABOR APPRENTICESHIP STANDARDS AND AUTHORIZING THE MAYOR TO EXECUTE A REGISTERED APPRENTICESHIP STANDARDS AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

10. Authorize a Master Agreement with Virginia Department of Transportation and a Letter of Authorization Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 187-2022) (Ryan McReynolds).

Pass:

Resolution No. 2022-283, A RESOLUTION APPROVING A MASTER AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION FOR THE UTILIZATION OF FEDERAL AND STATE FUNDS TO SUPPORT METROPOLITAN PLANNING IN THE KINGSFORT AREA; A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2023; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

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

11. Authorize the Mayor to Execute Agreements with Various Agencies and Organizations for Services in FY22-23 Benefiting the General Welfare of Kingsport Residents (AF: 199-2022) (Jessica Harmon).

Pass:

Resolution No. 2022-284, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2022-2023 BENEFITING THE GENERAL WELFARE OF KINGSFORT RESIDENTS

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt thanked the BMA for the time put into the budget and the support for staff, noting the challenges presented and overcome throughout the process.
- B. MAYOR AND BOARD MEMBERS.** Alderman Duncan congratulated the City Manager on his third year and expressed appreciation for his leadership. He mentioned the many events coming up before the next meeting that are free to the public. Alderman Cooper stated it was the first day of summer and the longest day of the year. She asked everyone to get outside and enjoy summer as the days will start getting shorter. Alderman Montgomery stated things have changed since he first came on the board last year and recognized the citizens

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 21, 2022**

voted for the board to make tough decisions He thanked the staff for a successful Juneteenth event. Alderman Phillips commented on the annexation, noting his appreciation for what the developer is trying to do at that location. He also mentioned the upcoming Red, White and Boom event downtown. Alderman Olterman commended staff for their effort on the budget. Vice-Mayor George also discussed the budget and the reasoning behind a rate increase and thanked the city departments for doing what they could to keep the increase to a minimum. She also mentioned the new skateboard park opening was this Friday. She also expressed her appreciation for the data received at the work session regarding statistics for the city. Mayor Shull pointed out Miss Kingsport and Miss Sullivan County would be at the Miss Tennessee pageant this weekend and wished them well. He also recognized the retirement of Bill Albright and the work he has done for the city through MTPO. The mayor also mentioned the third year anniversary of his term along with the city manager and other board members. He said he could not imagine a more intense three years but thanked the staff and his colleagues for their labor of love.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:45 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Friday, July 8, 2022, 10:00 AM
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips
Alderman Paul Montgomery

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney
Lisa Winkle, Treasurer/City Recorder
Angie Marshall, City Clerk/Deputy City Recorder

- I. **CALL TO ORDER:** 10:00 a.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mayor Patrick W. Shull.
- II.B. **INVOCATION:** Alderman Paul Montgomery.
- III. **ROLL CALL:** By City Recorder Winkle. Absent: Alderman Betsy Cooper.
- IV. **COMMUNITY INTEREST ITEMS.**
 - A. **BUSINESS MATTERS REQUIRING FIRST READING.**

1. **Consideration of an Ordinance to Amend the Water Fund Budget for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023** (AF: 207-2022) (Ryan McReynolds).

Motion/Second: Montgomery/George, to pass:

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, TO AMEND THE WATER BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, TO DELAY THE IMPLEMENTATION OF THE NEW WATER RATE UNTIL AUGUST 1, 2022 AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

2. **Consideration of an Ordinance to Amend the Sewer Fund Budget for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023** (AF: 208-2022) (Ryan McReynolds).

**Minutes of the Called Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Friday, July 8, 2022**

Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, TO AMEND THE SEWER BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, TO DELAY THE IMPLEMENTATION OF THE NEW SEWER RATE UNTIL AUGUST 1, 2022 AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

B. OTHER BUSINESS.

1. Consideration of a Resolution to Amend the Fee Resolution for the Water and Sewer Rates (AF: 209-2022) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

Resolution No. 2023-001, A RESOLUTION TO AMEND THE IMPLEMENTATION DATE FOR THE WATER AND SEWER RATES SET FORTH IN RESOLUTION NO. 2022-266 SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. None

B. MAYOR AND BOARD MEMBERS. None

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 10:12 a.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2023 the General Purpose School Fund and the General Project Fund Budgets

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

Action Form No.: AF-221-2022
 Work Session: July 18, 2022
 First Reading: July 19, 2022

Final Adoption: August 2, 2022
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the ordinance.

Executive Summary:

The Board of Education approved fiscal year 2032 budget amendment number one at their meeting on July 12, 2022. This amendment increases the General Purpose School Fund budget by \$825,000.00. The estimated revenue for Fund Balance Appropriations is being increased by \$825,000.00 and the appropriations for Building Improvements is being increased by \$100,000.00 and Fund Transfers is being increased by \$725,000.00. The Building Improvements funds will be used to upgrade the audio-visual equipment in the Tennessee Room. The remaining funds of \$725,000.00 will be transferred to the General Project Fund to provide funding for video camera replacements throughout the school system. This project will replace all outdated analog video cameras with current technology ip cameras. This amendment will add to the previously established KCS Security/Technology Upgrades to provide total funding of \$943,200.00

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One – FY 2023

Funding source appropriate and funds are available: *Jm*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS
FOR THE FISCAL YEAR ENDING JUNE 30, 2023; 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 by increasing the estimated revenue for Fund Balance Appropriations by \$825,000. The expenditure budget will be amended by increasing the appropriations Building Improvements by \$100,000 and for Fund Transfers for the School Security Upgrades by \$725,000. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the School Security/Technology Upgrade project (GP2220) by \$725,000.

Fund 141: General Purpose School Fund

Revenues:

| | | | |
|---|----------|----------------|----------------|
| | \$ | \$ | \$ |
| 141-0000-390-0000 Fund Balance Appropriations | 0 | 825,000 | 825,000 |
| Totals | 0 | 825,000 | 825,000 |

Expenditures:

| | | | |
|---|----------------|----------------|------------------|
| | \$ | \$ | \$ |
| 141-7650-871-0707 Building Improvements | 325,000 | 100,000 | 425,000 |
| 141-7950-881-0590 Fund Transfers | 185,400 | 725,000 | 910,400 |
| Totals | 510,400 | 825,000 | 1,335,400 |

Fund 311: General Project Fund

**School Security/Technology Upgrades Project
(GP2220)**

Revenues:

| | | | |
|---|----------------|----------------|----------------|
| | \$ | \$ | \$ |
| 311-0000-391-2100 Transfer from School Fund | 218,200 | 725,000 | 943,200 |
| Total: | 218,200 | 725,000 | 943,200 |

Expenditures:

| | | | |
|-----------------------------|----------------|----------------|----------------|
| | \$ | \$ | \$ |
| 311-0000-601-9004 Equipment | 218,200 | 725,000 | 943,200 |
| Total: | 218,200 | 725,000 | 943,200 |

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.

ATTEST:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

ANGELA MARSHAL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

July 12, 2022

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2022-2023
BUDGET AMENDMENT NUMBER ONE

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SCHOOL SECURITY UPGRADES

The Board previously approved the purchase of storage devices for our school video surveillance system for \$180,713.88 and the replacement of video cameras at Robinson Middle School for \$68,430.99. The costs to replace the remaining cameras throughout Kingsport City Schools, that need replacement is \$724,562.91. There is currently a balance in a capital project established for this purpose of \$19,055. It had been previously planned to phase this project over the next few years. With the addition to the Unreserved Fund Balance in FY 2022, from excess sales tax revenues and unexpended salaries due to the Epidemiology grant, it is now being recommended that this project be completely funded and this equipment be ordered and installed as soon as possible.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriations for Fund Transfers be increased by \$725,000 and that these funds be transferred to a capital project for School Security Upgrades. By appropriating this amount, we will have some funds available for miscellaneous expenses.

ITEM TWO: TENNESSEE ROOM AUDIO-VISUAL UPGRADES

The audio-visual equipment in the Tennessee Room is now over 10 years old and is in need of being upgraded. These upgrades will also give us the capability of televising Board of Education meetings as well as giving more flexibility and options for hosting and providing professional development activities. Preliminary estimates are in the \$75,000 - \$100,000 range. We will be working to develop specifications in order to bid these upgrades, but wanted to go ahead and have the funds appropriated to cover the costs.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriations for Building Improvements be increased by \$100,000 to provide funding for audio-visual upgrades to the Tennessee Room.

GENERAL PROJECT FUND

SECURITY/TECHNOLOGY UPGRADES (GP2220)

This project currently as a balance of \$19,055. Funds in the amount of \$725,000 will be transferred from the General Purpose School Fund. This will provide funding to replace security cameras at all Kingsport City Schools that need replacement and will provide for miscellaneous expenses of approximately \$20,000. It is recommended that the estimated revenue for Transfers from the School Fund and appropriations for Other Equipment be increased by \$725,000.



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-223-2022
 Work Session: July 18, 2022
 First Reading: July 19, 2022

Final Adoption: August 2, 2022
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Project Fund is being amended by transferring \$3,591.00 from the General Projects project (GP1750) to the Bays Mtn Exhibits project (GP2206), and by transferring \$9,586.00 from the Transit Center project (GP1718) to the Transit Garage project (GP1727). Close GP175 and GP1718.

The Solid Waste Project Fund is being amended by transferring \$5,031.00 from the Demolition Landfill project (DL2201) to the Landfill New Cell Construction project (DL2000). This will allow us to close out DL2000.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *John*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS
FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund be amended by transferring \$3,591 from the General Projects project (GP1750) to the Bays Mtn Exhibits project (GP2206), and by transferring \$9,586 from the Transit Center project (GP1718) to the Transit Garage project (GP1727). Close GP1750 and GP1718.

SECTION II. That the Solid Waste Project Fund be amended by transferring \$5,031 from the Demolition Landfill project (DL2201) to the Landfill New Cell Construction project (DL2000). Close DL2000.

Account Number/Description:

General Project Fund: 311

General Projects (GP1750)

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|--|----------------------|---------------------------|--------------------------|
| <u>Revenues:</u> | \$ | \$ | \$ |
| 311-0000-368.10-55 Series 2017 A GO Bonds | 25,000 | 0 | 25,000 |
| 311-0000-368.10-66 Series 2019 GO Improvment | 135,007 | 0 | 135,007 |
| 311-0000-368.21-01 Premium From Bond Sale | 4,158 | 0 | 4,158 |
| 311-0000-391.01-00 From General Fund | 30,221 | (3,591) | 26,630 |
| Total: | 194,386 | (3,591) | 190,795 |

| | | | |
|--|----------------|----------------|----------------|
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 311-0000-601.20-20 Professional/Consultant | 16,400 | 0 | 16,400 |
| 311-0000-601.20-22 Construction Contracts | 19,437 | 0 | 19,437 |
| 311-0000-601.20-23 Arch/Eng/Landscaping Serv | 30,613 | (3,591) | 27,022 |
| 311-0000-601.30-20 Operating Supplies & Tool | 5,039 | 0 | 5,039 |
| 311-0000-601.90-03 Improvements | 122,897 | 0 | 122,897 |
| Total: | 194,386 | (3,591) | 190,795 |

Bays Mtn Exhibits (GP2206)

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---|----------------------|---------------------------|--------------------------|
| <u>Revenues:</u> | \$ | \$ | \$ |
| 311-0000-368.10-69 GO Bonds Series 2021 | 345,188 | 0 | 345,188 |
| 311-0000-391.01-00 From General Fund | 0 | 3,591 | 3,591 |
| 311-0000-368.21-01 Premium From Bond Sale | 33,901 | 0 | 33,901 |
| Total: | 379,089 | 3,591 | 382,680 |

| | | | |
|--|----------------|--------------|----------------|
| <u>Expenditures:</u> | \$ | \$ | \$ |
| 311-0000-601.20-23 Arch/Eng/Landscaping Serv | 5,050 | 0 | 5,050 |
| 311-0000-601.40-41 Bond Sale Expense | 4,089 | 0 | 4,089 |
| 311-0000-601.90-03 Improvements | 369,950 | 3,591 | 373,541 |
| Total: | 375,000 | 3,591 | 382,680 |

Transit Center (GP1718)

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---|----------------------|---------------------------|--------------------------|
| <u>Revenues:</u> | \$ | \$ | \$ |
| 311-0000-331.20-00 Federal Rev/UMTA Section 9 | 4,646,400 | 0 | 4,646,400 |
| 311-0000-332.90-00 Dept. of Transportation | 580,800 | 0 | 580,800 |
| 311-0000-368.10-54 Series 2016 GO (Nov 4) | 391,188 | 0 | 391,188 |
| 311-0000-368.10-55 Series 2017 A GO Bonds | 25,300 | 0 | 25,300 |
| 311-0000-368.21-01 Premium From Bond Sale | 29,108 | 0 | 29,108 |
| 311-0000-391.01-00 From General Fund | 148,086 | (9,586) | 138,500 |
| Total: | 5,820,882 | (9,586) | 5,811,296 |

Expenditures:

| | | | |
|---|------------------|----------------|------------------|
| | \$ | \$ | \$ |
| 311-0000-601.20-23 Arch/Eng/Landscaping | 714,589 | 0 | 714,589 |
| 311-0000-601.40-41 Bond Sale Expense | 3,996 | 0 | 3,996 |
| 311-0000-601.90-01 Land | 517,342 | 0 | 517,342 |
| 311-0000-601.90-03 Improvements | 4,584,955 | (9,586) | 4,575,369 |
| Total: | 5,820,882 | (9,586) | 5,811,296 |

Transit Garage (GP1727)

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---|----------------------|---------------------------|--------------------------|
| <u>Revenues:</u> | \$ | \$ | \$ |
| 311-0000-332.90-00 Dept of Transportation | 5,056,907 | 0 | 5,056,907 |
| 311-0000-368.10-54 Series 2016 GO (Nov 4) | 13,530 | 0 | 13,530 |
| 311-0000-368.10-55 Series 2017 A GO Bonds | 588,415 | 0 | 588,415 |
| 311-0000-368.10-56 GO Bonds Series 2018 A | 86,060 | 0 | 86,060 |
| 311-0000-368.21-01 Premium From Bond Sale | 30,332 | 0 | 30,332 |
| 311-0000-391.01-00 From General Fund | 508,596 | 9,586 | 518,182 |
| Total: | 6,283,840 | 9,586 | 6,293,426 |

Expenditures:

| | | | |
|---|------------------|--------------|------------------|
| | \$ | \$ | \$ |
| 311-0000-601.20-22 Construction Contracts | 5,417,382 | 9,586 | 5,426,968 |
| 311-0000-601.20-23 Arch/Eng/Landscaping | 226,870 | 0 | 226,870 |
| 311-0000-601.40-41 Bond Sale Expense | 6,787 | 0 | 6,787 |
| 311-0000-601.90-03 Improvements | 632,801 | 0 | 632,801 |
| Total: | 6,283,840 | 9,586 | 6,293,426 |

Account Number/Description:

Solid Waste Project Fund: 455

Landfill New Cell Construction (DL2000)

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|--|----------------------|---------------------------|--------------------------|
| <u>Revenues:</u> | \$ | \$ | \$ |
| 455-0000-391.05-30 2014 A GO Bonds | 484,264 | 0 | 484,264 |
| 455-0000-391.13-00 From Solid Waste Fund | 512,893 | 5,031 | 517,924 |
| Total: | 997,157 | 5,031 | 1,002,188 |

Expenditures:

| | | | |
|--|----------------|--------------|------------------|
| | \$ | \$ | \$ |
| 455-0000-601.20-23 Arch/Eng/Landscaping Serv | 262,158 | 0 | 262,158 |
| 455-0000-601.90-03 Improvements | 734,999 | 5,031 | 740,030 |
| Total: | 997,157 | 5,031 | 1,002,188 |

Demolition Landfill (DL2201)

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|--|----------------------|---------------------------|--------------------------|
| <u>Revenues:</u> | \$ | \$ | \$ |
| 455-0000-391.05-30 2014 A GO Bonds | 10,385 | 0 | 10,385 |
| 455-0000-391.13-00 From Solid Waste Fund | 292,843 | (5,031) | 287,812 |
| Total: | 303,228 | (5,031) | 298,197 |

Expenditures:

| | | | |
|--|----------------|----------------|----------------|
| | \$ | \$ | \$ |
| 455-0000-601.20-23 Arch/Eng/Landscaping Serv | 15,000 | 0 | 15,000 |
| 455-0000-601.90-04 Equipment | 288,228 | (5,031) | 283,197 |
| Total: | 303,228 | (5,031) | 298,197 |

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY23

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

Action Form No.: AF-224-2022
 Work Session: July 18, 2022
 First Reading: July 19, 2022

Final Adoption: August 2, 2022
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Projects-Special Revenue Project Fund is being amended to transfer \$58,086 from the Lynn Garden Repaving project (NC2210) to the Parking Lot Repaving project (NC2211), to accept a \$3,000 Special Opportunities Grant from the Tennessee Art Commission to the TAC Special Opportunities project (NC2304), and to accept a \$5,000 Grant from the Appalachian Resource Conservation and Development Council to the Farmacy Fit project (NC2305).

The Stormwater Fund budget is being increased by \$170,000 to provide funding to the Stormwater Project Fund to set up the Stormwater ARPA Match project (ST2300).

The Justice Assistance Grant Fund is being increased to accept a \$26,137 grant from the Department of Justice/Bureau of Justice Assistance to the Justice Assist/Technology project (JG2300).

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by transferring \$58,086 from the Lynn Garden Repaving project (NC2210) to the Parking Lot Repaving project (NC2211), to accept a \$3,000 Special Opportunities Grant from the Tennessee Art Commission to the TAC Special Opportunities project (NC2304), and to accept a \$5,000 Grant from the Appalachian Resource Conservation and Development Council to the Farmacy Fit project (NC2305).

SECTION II. That the Stormwater Fund budget be increased by \$170,000 to provide funding to the Stormwater Project Fund to set up the Stormwater ARPA Match project (ST2300).

SECTION III. That the Justice Assistance Grant Fund be increased by accepting a \$26,137 grant from the Department of Justice/Bureau of Justice Assistance to the Justice Assist/Technology project (JG2300).

Fund 111: Gen Project-Special Revenue Fund

Lynn Garden Repaving (NC2210)

Revenues:

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---|----------------------|---------------------------|--------------------------|
| 111-0000-331.95-00 American Rescue Plan Act | 500,000 | (58,086) | 441,914 |
| Total: | 500,000 | (58,086) | 441,914 |

Expenditures:

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---|----------------------|---------------------------|--------------------------|
| 111-0000-601.20-22 Construction Contracts | 500,000 | (58,086) | 441,914 |
| Total: | 500,000 | (58,086) | 441,914 |

Parking Lot Repaving (NC2211)

Revenues:

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---|----------------------|---------------------------|--------------------------|
| 111-0000-331.95-00 American Rescue Plan Act | 50,000 | 58,086 | 108,086 |
| Total: | 50,000 | 58,086 | 108,086 |

Expenditures:

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---|----------------------|---------------------------|--------------------------|
| 111-0000-601.20-22 Construction Contracts | 50,000 | 58,086 | 108,086 |
| Total: | 50,000 | 58,086 | 108,086 |

TAC Special Opportunities (NC2304)**Revenues:**

111-0000-332.32-00 TN Arts Commission

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 3,000 | 3,000 |
| Total: | 0 | 3,000 | 3,000 |

Expenditures:

111-0000-601.20-20 Professional/Consultant

| | \$ | \$ | \$ |
|---------------|----------|--------------|--------------|
| | 0 | 3,000 | 3,000 |
| Total: | 0 | 3,000 | 3,000 |

Farmacy Fit (NC2305)**Revenues:**

111-0000-368.99-00 Miscellaneous

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 5,000 | 5,000 |
| Total: | 0 | 5,000 | 5,000 |

Expenditures:

111-0000-601.20-20 Professional/Consultant

| | \$ | \$ | \$ |
|---------------|----------|--------------|--------------|
| | 0 | 5,000 | 5,000 |
| Total: | 0 | 5,000 | 5,000 |

Fund 417: Stormwater Fund**Revenues:**

417-0000-392.01-00 Fund Balance Appropri

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 170,000 | 170,000 |
| Total: | 0 | 170,000 | 170,000 |

Expenditures:

417-6996-696.76-05 To Stormwater Project Fund

| | \$ | \$ | \$ |
|---------------|----------|----------------|----------------|
| | 0 | 170,000 | 170,000 |
| Total: | 0 | 170,000 | 170,000 |

Fund 457: Stormwater Project Fund**Stormwater ARPA Match (ST2300)****Revenues:**

457-0000-391.95-00 Storm Water Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 170,000 | 170,000 |
| Total: | 0 | 170,000 | 170,000 |

Expenditures:

457-0000-622.20-20 Professional/Consultant

| | \$ | \$ | \$ |
|---------------|----------|----------------|----------------|
| | 0 | 170,000 | 170,000 |
| Total: | 0 | 170,000 | 170,000 |

Fund 134: Justice Assist Grant Fund
Justice Assist/Technology (JG2300)

Revenues:

| | \$ | \$ | \$ |
|--|----------|---------------|---------------|
| 134-0000-331.45-37 Bureau of Justice/JAG | 0 | 26,137 | 26,137 |
| <i>Totals:</i> | 0 | 26,137 | 26,137 |

Expenditures:

| | | | |
|---|----------|---------------|---------------|
| 134-3030-443.90-06 Purchases \$5,000 & Over | 0 | 26,137 | 26,137 |
| <i>Totals:</i> | 0 | 26,137 | 26,137 |

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

A Resolution to Opt-In to the Extended Hours for the Sale of Alcohol Beverages and Beer

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

Action Form No.: AF-212-2022
 Work Session: July 18, 2022
 First Reading: n/a

Final Adoption: July 19, 2022
 Staff Work By: Bart Rowlett
 Presentation By: C. McCartt

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Beverage Board has recommended the board opt into the extended hours for the sale of alcoholic beverages and beer to allow sales to commence at 10:00 a.m. on Sundays.

In 2000, the General Assembly passed public chapter 819 which permitted the Tennessee Alcoholic Beverage Commission (TABC), through its rule making authority, to establish hours for the sale of alcoholic beverages on Sunday. The TABC adopted a rule which permitted sales to begin at 10:00 a.m. and this rule was adopted by the General Assembly. However, public chapter 819 allowed municipalities to "opt out" of the extended hours.

On October 2, 2001, the board approved Resolution No. 2002-049 which opted out of the extended hours for the sale of alcoholic beverages and beer in the City of Kingsport thus retaining the prohibition on sales between 3:00 a.m. and 12:00 p.m.

Since then, there have been changes to the state's alcoholic beverage and beer laws. For instance Tennessee Code Annotated permits the sale of wine in grocery stores beginning at 10:00 a.m. on Sundays.

Members of the Kingsport Beverage Board have received requests to extend the hours of the sale of beer on Sunday morning to align the sale of beer with the sale of wine in grocery stores (10:00 a.m.) as well as make beer sales in the city more comparable with surrounding municipalities.

The Kingsport Beverage Board, at its meeting on July 5, 2022, voted to recommend the board change the hours for beer sales on Sunday mornings from 12:00 p.m. to 10:00 a.m.

Attachments:

1. Resolution
2. Resolution No. 2002-049

Funding source appropriate and funds are available: *Jim*

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

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

RESOLUTION NO. _____

A RESOLUTION TO OPT-IN AND ADOPT THE EXTENDED
HOURS FOR THE SALE OF ALCOHOLIC BEVERAGES AND
BEER WITHIN THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, in November, 2000 the General Assembly adopted the proposed rule of the Tennessee Alcoholic Beverage Commission, pursuant to Tennessee Code Annotated section 57-4-203(d)(5), to permit the sales of alcoholic beverages and beer on Sundays at 10:00 a.m.; and

WHEREAS, municipalities were granted the authority under Tennessee Code Annotated section 57-4-203(d)(5) to opt out of these extended hours which the board did through its passage of Resolution No. 2002-049 on October 2, 2001, thereby retaining the prohibited hours for sale of 3:00 a.m. until 12:00 p.m.; and

WHEREAS, Tennessee Code Annotated Section 57-4-203(d)(5) permits municipalities to adopt a resolution to opt into the extended hours on Sundays and thereby permit sales of alcoholic beverages and beer on Sunday after 10:00 a.m.; and

WHEREAS, based on the various changes to the state's alcoholic beverages and beer laws since 2001, the city desires to opt-in to the extended hours, to permit sales of alcoholic beverages and beer after 10:00 a.m. on Sunday mornings.

Now therefore,

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

SECTION I. That Resolution No. 2002 – 049 through which the Board of Mayor and Aldermen opted out of the extended hours for the sale of alcoholic beverages and beer is hereby rescinded.

SECTION II. That pursuant to the authority granted by Tennessee Code Annotated section 57-4-203(d)(5), the City of Kingsport hereby opts-in and adopts the extended hours for sale approved by the Alcoholic Beverage Commission for the sale of alcoholic beverages- liquor, wine and beer after 10:00 a.m. on Sundays.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**REPORT & RECOMMENDATION
OF THE KINGSPORT BEVERAGE BOARD**

TO: BOARD OF MAYOR AND ALDERMAN
FROM: KINGSPORT BEVERAGE BOARD
RE: EXPANSION OF SUNDAY HOURS OF OPERATION

A request was made for the Kingsport Beverage Board to expand the permitted hours for sales on Sundays by beer permit holders. Currently, *Kingsport Code of Ordinances* Section 6-218 prohibits beer sales between the hours of 3:00 a.m. and 12:00 noon on Sundays. All other days beer sales are prohibited between 3:00 a.m. and 8:00 a.m. These prohibited hours apply to both on-premise and off-premise sales.

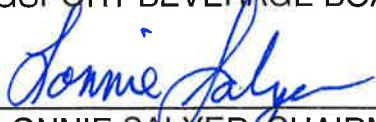
Upon a thorough consideration of the matter it is the recommendation of the Kingsport Beverage Board to amend the code of ordinances so as to only prohibit beer sales from 3:00 a.m. until 10:00 a.m. on Sundays.

Expanding the Sunday hours would permit beer sales during those hours when wine is available in retail food stores. Pursuant to Tennessee Code Annotated 57-3-811 wine is permitted to be sold between 10:00 a.m. and 11:00 p.m.

Additionally, this change would more closely align the hours during which sales are permissible with surrounding municipalities.

In addition to amending the code of ordinances a resolution would also be required to "opt in" to the expanded hours under Tennessee law. In 2001 the Board of Mayor and Aldermen adopted Resolution No. 2002-049 which opted the city out of the expanded hours and prohibited sales before 12:00 noon on Sundays. Tennessee Code Annotated 57-4-203(d)(5) permits a municipality to reverse its prior decision by passage of a resolution.

KINGSPORT BEVERAGE BOARD

By: 

LONNIE SALYER, CHAIRMAN

ATTEST: 

LISA WINKLE, SECRETARY



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Section 6-218 of the City Code to Change the Hours of Beer Sales

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

Action Form No.: AF-216-2022
 Work Session: July 18, 2022
 First Reading: July 19, 2022

Final Adoption: August 2, 2022
 Staff Work By: Bart Rowlett
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The Kingsport Beverage Board has recommended the code of ordinances be amended the hours for the sale of beer on Sunday.

Pursuant to Tennessee Code Annotated section 57-4-203(d)(5), the board passed Resolution No. 2002-049 which had the effect of opting out of extended hours for sale of alcoholic beverages and beer. As a result beer sales were prohibited from 3:00 a.m. until 12:00 p.m.

Since the passage of Resolution No. 2002-049 there have been various changes to the state's alcoholic beverage and beer laws.

Based on citizen requests to align the sale of beer with the sale of wine in grocery stores and in order to make beer sales in Kingsport more comparable with surrounding jurisdictions the Kingsport Beverage Board, at its meeting on July 5, 2022, voted to recommend the Board of Mayor and Aldermen changing the hours of beer sales on Sunday mornings from 12:00 p.m. to 10:00 a.m.

This Ordinance along with the passage of a resolution to opt-in to the extended hours will effectuate that request.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jan*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER SIX, ARTICLE III,
SECTION 218 OF THE CODE OF ORDINANCES, CITY OF
KINGSPORT, TENNESSEE, RELATING TO HOURS OF
OPERATION OF BEER SALES AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Chapter Six, Article III, Section 218 of the Code of Ordinances,
City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 6-218. - Hours of operation.

It shall be unlawful for any permit holder to sell, furnish, dispose of or give or cause to be sold,
furnished, disposed of or given beer between the hours of 3:00 a.m. and 8:00 a.m. on weekdays or
between the hours of 3:00 a.m. and 10:00 a.m. on Sundays. No beer shall be consumed or opened
for consumption on or about any premises permitted under this division, in either bottle, glass or other
container after 3:15 a.m.

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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



AGENDA ACTION FORM

Consider an Ordinance to Amend the Zoning Ordinance

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

Action Form No.: AF-184-2022
 Work Session: June 20, 2022
 First Reading: June 21, 2022

Final Adoption: **July 19, 2022**
 Staff Work By: Ken Weems
 Presentation By: K. Weems

Recommendation:

- Approve ordinance amending the zoning ordinance for the Fieldcrest Annexation

Executive Summary:

This is an owner-requested annexation of approximately 200 acres located off Fieldcrest Road and Catawba Lane. The proposed zoning for the annexation site consists of the PD (Planned Development), R-3 (Low Density Apartment), R-5 (High Density Apartment), and B-1 (Neighborhood Commercial) districts. The purpose of the annexation is to accommodate development of 1,050 proposed residential units on the site. Opposition was received from one adjacent property owner during the Planning Commission meeting as part of the public comment period for this item. The opposing comments identified the annexation area as rural in nature, acknowledged close proximity of the new county high school, and addressed added traffic to the area. This is a non-contiguous annexation which is allowable per TCA 6-51-104(d) which also requires that a mutual aid agreement be approved by the BMA and County Commission for emergency services and road maintenance for the property between the existing city limits and the annexation site. During their May 2022 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on June 5, 2022.

Attachments:

1. Zoning 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*

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FIELDCREST ROAD FROM COUNTY A-1, GENERAL AGRICULTURAL DISTRICT, TO PD (PLANNED DEVELOPMENT DISTRICT), R-3 (LOW DENSITY APARTMENT DISTRICT), R-5 (HIGH DENSITY APARTMENT DISTRICT) AND B-1 (NEIGHBORHOOD BUSINESS DISTRICT). IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Fieldcrest Road from County A-1, General Agricultural District to PD (Planned Development District), R-3 (Low Density Apartment District), R-5 (High Density Apartment District) and B-1 (Neighborhood Business District) in the 7th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1: PD District:

BEGINNING at a point on the southern right of way of Fieldcrest Road; beginning at a point on the southern right of way of Fieldcrest Road; thence leaving right of way S 41°13'12" E a distance of 420.21' to a point; thence N 46°49'01" E a distance of 392.93' to a point; thence S 44°48'50" E a distance of 419.15' to a point; thence S 45°50'39" E a distance of 117.69' to a point; thence S 40°48'17" E a distance of 37.08' to a point; thence S 45°52'30" W a distance of 245.01' to a point; thence S 65°40'02" W a distance of 318.11' to a point; thence S 40°28'19" W a distance of 79.94' to a point; thence N 41°13'12" W a distance of 229.45' to a point; thence S 40°48'56" W a distance of 1031.13' to a point; thence S 20°08'23" W a distance of 617.02' to a point; thence S 52°21'11" E a distance of 207.13' to a point; thence N 49°36'13" E a distance of 660.35' to a point; thence S 42°25'58" E a distance of 150.09' to a point; thence S 49°36'13" W a distance of 232.80' to a point; thence S 42°42'09" E a distance of 510.54' to a point in the right of way of Catawba Lane; thence S 53°17'03" W a distance of 10.67' to a point; thence with a curve turning to the right with an arc length of 140.88', with a radius of 1787.65', with a chord bearing of S 55°32'31" W, with a chord length of 140.85', to a point; thence leaving the right of way of Catawba Lane N 42°42'09" W a distance of 495.27' to a point; thence S 49°36'13" W a distance of 292.11' to a point; thence with a curve turning to the right with an arc length of 250.59', with a radius of 250.00', with a chord bearing of S 09°18'44" W, with a chord length of 240.23', to a point; thence S 38°01'39" W a distance of 199.82' to a point; thence S 51°58'21" E a distance of 240.00' to a point in the right of way of Catawba Lane; thence S 38°01'18" W a

distance of 271.02' to a point; thence S 38°44'35" W a distance of 529.94' to a point; thence S 37°09'50" W a distance of 183.94' to a point; thence with a curve turning to the right with an arc length of 120.73', with a radius of 1430.02', with a chord bearing of S 39°34'58" W, with a chord length of 120.70', to a point; thence S 42°00'05" W a distance of 26.35' to a point; thence with a curve turning to the left with an arc length of 91.70', with a radius of 1477.36', with a chord bearing of S 40°13'24" W, with a chord length of 91.68', to a point; thence S 38°26'42" W a distance of 196.14' to a point; thence S 39°59'03" W a distance of 140.71' to a point; thence leaving Catawba Lane N 40°49'13" W a distance of 651.06' to a point; thence N 27°09'14" E a distance of 317.10' to a point; thence N 44°37'46" E a distance of 307.14' to a point; thence N 34°29'32" E a distance of 104.61' to a point; thence S 51°58'21" E a distance of 138.39' to a point; thence N 38°01'39" E a distance of 346.67' to a point; thence N 60°03'06" E a distance of 120.00' to a point; thence N 38°01'39" E a distance of 309.39' to a point; thence N 42°46'30" W a distance of 145.05' to a point; thence with a curve turning to the left with an arc length of 144.95', with a radius of 300.00', with a chord bearing of N 56°37'00" W, with a chord length of 143.55', to a point; thence N 70°27'31" W a distance of 36.47' to a point; thence S 38°01'39" W a distance of 275.61' to a point; thence N 39°12'27" W a distance of 1179.44' to a point; thence S 64°06'24" W a distance of 468.10' to a point; thence N 38°36'19" W a distance of 1371.16' to a point; thence N 46°48'12" E a distance of 500.00' to a point; thence with a curve turning to the right with an arc length of 210.39', with a radius of 351.38', with a chord bearing of N 63°57'24" E, with a chord length of 207.26', to a point; thence N 81°06'35" E a distance of 152.69' to a point; thence with a curve turning to the left with an arc length of 203.08', with a radius of 1481.38', with a chord bearing of N 77°10'56" E, with a chord length of 202.93', to a point; thence N 73°15'18" E a distance of 168.48' to a point; thence with a curve turning to the left with an arc length of 56.76', with a radius of 1481.34', with a chord bearing of N 72°09'27" E, with a chord length of 56.75', to a point; thence N 71°03'35" E a distance of 396.85' to a point; thence with a curve turning to the left with an arc length of 47.49', with a radius of 1525.00', with a chord bearing of N 70°10'04" E, with a chord length of 47.49', to a point; thence N 69°16'32" E a distance of 78.13' to a point; thence with a curve turning to the right with an arc length of 99.58', with a radius of 163.53', with a chord bearing of N 86°43'14" E, with a chord length of 98.05', to a point; thence S 75°50'03" E a distance of 52.40' to a point; thence with a curve turning to the left with an arc length of 108.82', with a radius of 1917.06', with a chord bearing of S 77°27'37" E, with a chord length of 108.81', to a point; thence S 79°05'12" E a distance of 453.90' to a point; thence with a curve turning to the right with an arc length of 74.00', with a radius of 2049.67', with a chord bearing of S 78°03'09" E, with a chord length of 73.99', to a point; thence S 77°01'05" E a distance of 50.71' to a point; thence with a curve turning to the left with an arc length of 58.85', with a radius of 1594.29', with a chord bearing of S 78°04'32" E, with a chord length of 58.85', to a point; thence S

79°08'00" E a distance of 252.63' to a point; thence with a curve turning to the right with an arc length of 66.79', with a radius of 1314.53', with a chord bearing of S 77°40'39" E, with a chord length of 66.79', to a point; thence S 76°13'19" E a distance of 53.72' to a point; thence with a curve turning to the left with an arc length of 122.18', with a radius of 123.45', with a chord bearing of N 75°25'32" E, with a chord length of 117.25', to a point; thence N 47°04'22" E a distance of 203.36' to a point; which is the point of BEGINNING having an area of approximately 149.28 acres.

Tract 2 R-3 District:

BEGINNING at a point in the northern right of way of Catawba Lane; thence with the right of way S 38°01'39" W a distance of 114.65' to a point; thence S 38°01'39" W a distance of 268.07' to a point; thence leaving the right of way N 51°58'21" W a distance of 590.95' to a point; thence N 34°48'11" E a distance of 383.33' to a point; thence S 51°58'21" E a distance of 612.51' to a point; which is the point of BEGINNING, containing approximately 5.29 acres. The bearings and distances are approximate and are based on adjoining deeds and maps of record and does not depict a current boundary survey and is only to be used for informational purposes. Description For R-5 Approximately 5.09 Acres BEGINNING at a point on the northern right of way of Catawba Lane; thence S 38°01'39" W a distance of 382.72' to a point; thence leaving the right of way N 51°58'21" W a distance of 569.39' to a point; thence N 34°48'11" E a distance of 383.33' to a point; thence S 51°58'21" E a distance of 590.95' to a point; which is the point of BEGINNING, Containing approximately 5.09 acres.

Tract 3 B-1 District:

BEGINNING at a point; thence S 38°01'39" W a distance of 1343.08' to a point; thence N 40°49'13" W a distance of 269.05' to a point in the right of way of Catawba Lane; thence with right of way N 39°59'03" E a distance of 149.47' to a point; thence N 38°26'42" E a distance of 196.82' to a point; thence with a curve turning to the right with an arc length of 88.60', with a radius of 1427.38', with a chord bearing of N 40°13'24" E, with a chord length of 88.58', to a point; thence N 42°00'05" E a distance of 26.35' to a point; thence with a curve turning to the left with an arc length of 124.96', with a radius of 1480.01', with a chord bearing of N 39°34'58" E, with a chord length of 124.92', to a point; thence N 37°09'50" E a distance of 183.25' to a point; thence N 38°44'35" E a distance of 529.57' to a point; thence N 38°01'18" E a distance of 17.22' to a point; thence leaving right of way S 46°11'23" E a distance of 246.22' to a point; which is the point of BEGINNING, having an area of 7.71 acres

Tract 4 R-5 District:

BEGINNING at a point; thence S 40°25'05" W a distance of 650.38' to a point; thence S 42°25'58" E a distance of 294.48' to a

point; thence S 49°36'13" W a distance of 660.35' to a point; thence N 52°21'11" W a distance of 207.13' to a point; thence N 20°08'23" E a distance of 617.02' to a point; thence N 40°48'56" E a distance of 1031.13' to a point; thence S 41°13'12" E a distance of 229.45' to a point; thence S 40°28'19" W a distance of 227.59' to a point; which is the point of BEGINNING, having an area of 10.78 acres.

Tract 5 R-5 District:

BEGINNING at a point; thence S 42°42'09" E a distance of 495.27' to a point in Catawba Lane; thence with a curve turning to the right with an arc length of 287.15', with a radius of 1787.65', with a chord bearing of S 62°24'05" W, with a chord length of 286.85', to a point; thence S 67°00'12" W a distance of 62.99' to a point; thence with a curve turning to the left with an arc length of 174.22', with a radius of 344.42', with a chord bearing of S 52°30'45" W, with a chord length of 172.36', to a point; thence S 38°01'18" W a distance of 133.61' to a point; thence leaving right of way N 51°58'21" W a distance of 240.00' to a point; thence N 38°01'39" E a distance of 199.82' to a point; thence with a curve turning to the left with an arc length of 250.59', with a radius of 250.00', with a chord bearing of N 09°18'44" E, with a chord length of 240.23', to a point; thence N 49°36'13" E a distance of 292.11' to a point; which is the point of BEGINNING, having an area of 5.42 acres.

Tract 6 R-5 District:

BEGINNING at a point; thence S 42°00'59" W a distance of 348.47' to a point; thence S 42°02'12" W a distance of 1015.42' to a point; thence N 40°49'13" W a distance of 288.39' to a point; thence N 38°01'39" E a distance of 1343.08' to a point; thence S 46°11'23" E a distance of 380.11' to a point; which is the point of BEGINNING, having an area of 10.31 acres

Tract 7 R-3 District:

BEGINNING at a point; thence S 41°53'39" W a distance of 558.86' to a point; thence S 42°00'59" W a distance of 118.42' to a point; thence N 46°11'23" W a distance of 626.34' to a point in the right of way of Catawba Lane; thence with the right of way N 38°01'18" E a distance of 387.72' to a point; thence with a curve turning to the right with an arc length of 148.92', with a radius of 294.42', with a chord bearing of N 52°30'45" E, with a chord length of 147.34', to a point; thence N 67°00'12" E a distance of 62.99' to a point; thence with a curve turning to the left with an arc length of 440.01', with a radius of 1837.65', with a chord bearing of N 60°08'37" E, with a chord length of 438.96', to a point; thence N 53°17'03" E a distance of 41.73' to a point; thence with a curve turning to the left with an arc length of 112.81', with a radius of 1122.34', with a chord bearing of N 50°24'17" E, with a chord length of 112.76', to a point; thence N 47°31'31" E a distance of

91.70' to a point; thence leaving right of way S 42°25'58" E a distance of 284.32' to a point; thence S 41°25'11" W a distance of 56.57' to a point; thence S 25°15'19" E a distance of 242.77' to a point; thence S 52°49'35" W a distance of 421.62' to a point; which is the point of BEGINNING, having an area of 16.16 acres

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

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

PATRICK W. SHULL
Mayor

ATTEST:

Lisa Winkle
City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-192-2022
 Work Session: June 20, 2022
 First Reading: June 21, 2022

Final Adoption: **July 19, 2022**
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund is being adjusted to allocate \$1,033,063.00 to the General Projects-Special Revenue Project Fund. Paramedic Pay was a valid use of ARPA funds freeing up General Fund cash for project use.

Allocates \$1,033,063.00 from the General Fund to the General Projects-Special Revenue Project Fund. Funding went to the I-26 Gateway Enhancements project (NC2237) in the amount of \$50,000.00, to the Code Enforcement project (NC2238) in the amount of \$150,000.00, to the Streets Landscaping/Tree Removal project (NC2239) in the amount of \$50,000.00, to the IT Office 365 & Equipment project (NC2240) in the amount of \$200,000.00, to the Turf Renovator project (NC2241) in the amount of \$15,000.00, to the Bridge Repairs/Study project (NC2242) in the amount of \$150,000.00, to the Christmas Decorations Phase 1 project (NC2243) in the amount of \$125,000.00, to the Renaissance Center Improvements project (NC2244) in the amount of \$60,000.00, to the KPD Camera Upgrades project (NC2245) in the amount of \$25,000.00, to the Civic Auditorium Improvements project (NC2246) in the amount of \$25,000.00, to the Farmers Market Improvements project (NC2247) in the amount of \$183,063.00.

Transfers \$268,000.00 from the SLS Improvements project (SW2204) to the WWTP Digester Cleaning project (SW2010).

Attachments:

1. Ordinance

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: *me*

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

PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2022; 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 decreasing the Fire Department Salaries & Wages line (110-3501-451.10-10) by \$1,033,063 and increasing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$1,033,063.

SECTION II. That the General Project-Special Revenue Fund budget be increased by allocating General Fund dollars to the I-26 Gateway Enhancements project (NC2237) in the amount of \$50,000, to the Code Enforcement project (NC2238) in the amount of \$150,000, to the Streets Landscaping/Tree Removal project (NC2239) in the amount of \$50,000, to the IT Office 365 & Equipment project (NC2240) in the amount of \$200,000, to the Turf Renovator project (NC2241) in the amount of \$15,000, to the Bridge Repairs/Study project (NC2242) in the amount of \$150,000, to the Christmas Decorations Phase 1 project (NC2243) in the amount of \$125,000, to the Renaissance Center Improvements project (NC2244) in the amount of \$60,000, to the KPD Camera Upgrades project (NC2245) in the amount of \$25,000, to the Civic Auditorium Improvements project (NC2246) in the amount of \$25,000, to the Farmers Market Improvements project (NC2247) in the amount of \$183,063.

SECTION III. That the Sewer Project Fund budget be amended by transferring \$268,000 from the SLS Improvements project (SW2204) to the WWTP Digester Cleaning project (SW2010) in the amount of \$268,000.

Account Number/Description:

General Fund: 110

Expenditures:

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|--|-------------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| 110-3501-451.10-10 Salaries & Wages | 6,040,480 | (1,033,063) | 5,007,417 |
| 110-4804-481.70-35 To Gen Proj-Special Rev | 6,228,623 | 1,033,063 | 7,261,686 |
| Total: | 12,269,103 | 0 | 12,269,103 |

Fund 111: Gen Project-Special Revenue Fund

I-26 Gateway Enhancements (NC2237)

Revenues:

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|--------------------------------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| 111-0000-391.01-00 From General Fund | 0 | 50,000 | 50,000 |
| Total: | 0 | 50,000 | 50,000 |

Expenditures:

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|--|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| 111-0000-601.20-23 Arch/Eng/Landscaping Serv | 0 | 50,000 | 50,000 |
| Total: | 0 | 50,000 | 50,000 |

Code Enforcement (NC2238)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 150,000 | 150,000 |
| Total: | 0 | 150,000 | 150,000 |

Expenditures:

111-0000-601.90-03 Improvements

| | | | |
|---------------|----------|----------------|----------------|
| | \$ | \$ | \$ |
| | 0 | 150,000 | 150,000 |
| Total: | 0 | 150,000 | 150,000 |

Streets Landscaping/Tree Removal (NC2239)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 50,000 | 50,000 |
| Total: | 0 | 50,000 | 50,000 |

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv

| | | | |
|---------------|----------|---------------|---------------|
| | \$ | \$ | \$ |
| | 0 | 50,000 | 50,000 |
| Total: | 0 | 50,000 | 50,000 |

IT Office 365 & Equipment (NC2240)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 200,000 | 200,000 |
| Total: | 0 | 200,000 | 200,000 |

Expenditures:

111-0000-601.20-57 Computer Repairs/Mainten

| | | | |
|---------------|----------|----------------|----------------|
| | \$ | \$ | \$ |
| | 0 | 200,000 | 200,000 |
| Total: | 0 | 200,000 | 200,000 |

Turf Renovator (NC2241)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 15,000 | 15,000 |
| Total: | 0 | 15,000 | 15,000 |

Expenditures:

111-0000-601.90-04 Equipment

| | | | |
|---------------|----------|---------------|---------------|
| | \$ | \$ | \$ |
| | 0 | 15,000 | 15,000 |
| Total: | 0 | 15,000 | 15,000 |

Bridge Repairs/Study (NC2242)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 150,000 | 150,000 |
| Total: | 0 | 150,000 | 150,000 |

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 150,000 | 150,000 |
| Total: | 0 | 150,000 | 150,000 |

Christmas Decorations Phase 1 (NC2243)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 125,000 | 125,000 |
| Total: | 0 | 125,000 | 125,000 |

Expenditures:

111-0000-601.90-03 Improvements

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 125,000 | 125,000 |
| Total: | 0 | 125,000 | 125,000 |

Renaissance Center Improvements (NC2244)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 60,000 | 60,000 |
| Total: | 0 | 60,000 | 60,000 |

Expenditures:

111-0000-601.90-03 Improvements

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 60,000 | 60,000 |
| Total: | 0 | 60,000 | 60,000 |

KPD Camera Upgrades (NC2245)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 25,000 | 25,000 |
| Total: | 0 | 25,000 | 25,000 |

Expenditures:

111-0000-601.90-03 Improvements

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 25,000 | 25,000 |
| Total: | 0 | 25,000 | 25,000 |

Civic Auditorium Improvements (NC2246)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 25,000 | 25,000 |
| Total: | 0 | 25,000 | 25,000 |

Expenditures:

111-0000-601.90-03 Improvements

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 25,000 | 25,000 |
| Total: | 0 | 25,000 | 25,000 |

Farmers Market Improvements (NC2247)**Revenues:**

111-0000-391.01-00 From General Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 183,063 | 183,063 |
| Total: | 0 | 183,063 | 183,063 |

Expenditures:

111-0000-601.90-03 Improvements

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|---------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 0 | 183,063 | 183,063 |
| Total: | 0 | 183,063 | 183,063 |

Account Number/Description:**Sewer Project Fund: 452****SLS Improvements (SW2204)****Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|------------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 2,260,400 | (268,000) | 1,992,400 |
| Total: | 2,260,400 | (268,000) | 1,992,400 |

Expenditures:

452-0000-606.20-20 Professional/Consultant

452-0000-601.90-03 Improvements

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|------------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 40,000 | 0 | 40,000 |
| | 2,220,400 | (268,000) | 1,952,400 |
| Total: | 2,260,400 | (268,000) | 1,992,400 |

WWTP Digester Cleaning (SW2010)**Revenues:**

452-0000-391.05-56 Series 2019 GO Improvment

452-0000-391.05-69 GO Bonds Series 2021

452-0000-391.42-00 From Sewer Fund

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|----------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 30,217 | 0 | 30,217 |
| | 0 | 268,000 | 268,000 |
| | 150,000 | 0 | 150,000 |
| Total: | 180,217 | 268,000 | 448,217 |

Expenditures:

452-0000-606.20-22 Construction Contracts

| | <u>Budget</u> | <u>Incr/(Decr)</u> | <u>New Budget</u> |
|---------------|----------------|--------------------|-------------------|
| | \$ | \$ | \$ |
| | 180,217 | 268,000 | 448,217 |
| Total: | 180,217 | 268,000 | 448,217 |

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the Water Fund Budget for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023

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

Action Form No.: AF-207-2022
 Work Session: July 8, 2022
 First Reading: July 8, 2022

Final Adoption: **July 19, 2022**
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the ordinance.

Executive Summary:

On June 21, 2022 the Board of Mayor and Aldermen passed on second reading the FY 2022-2023 Water Fund Budget (AF-167-2022; Ordinance 7020). This budget included the rate increase to take effect on July 1, 2022. During this time, billing issues have been resolved; therefore, the board finds it beneficial to the citizens of Kingsport to delay the new rate increase until August 1, 2022.

It is recommended to amend the Water Fund Budget delaying the implementation of the rate increase of 7.5% for all water customers from July 1, 2022 until August 1, 2022.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE,
TO AMEND THE WATER BUDGET FOR THE FISCAL YEAR
BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, TO
DELAY THE IMPLEMENTATION OF THE NEW WATER RATE
UNTIL AUGUST 1, 2022 AND TO FIX THE EFFECTIVE DATE OF
THIS ORDINANCE

WHEREAS, on June 21, 2022, the Kingsport Board of Mayor and Aldermen passed on second reading the Water Budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023; and

WHEREAS, the water budget ordinance included a rate increase by an average of 7.5% to take effect for all billings rendered on or after July 1, 2022; and

WHEREAS, the board finds it beneficial to the citizens of Kingsport to delay the implementation of this rate increase until August 1, 2022.

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

SECTION I. That Section XI of Ordinance No. 7020, passed on June 21, 2022, is hereby amended as follows:

The water usage rates will be increased by an average of 7.5% for both inside and outside city customers. These sewer rates shall be applicable to all billings rendered on or after August 1, 2022.

SECTION II. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION III This ordinance shall take effect July 21, 2022, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the Sewer Fund Budget for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023

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

Action Form No.: AF-208-2022
 Work Session: July 8, 2022
 First Reading: July 8, 2022

Final Adoption: **July 19, 2022**
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the ordinance.

Executive Summary:

On June 21, 2022 the Board of Mayor and Aldermen passed on second reading the FY 2022-2023 Sewer Fund Budget (AF-168-2022; Ordinance 7021). This budget included the sewer rate increase to take effect on July 1, 2022. During this time, billing issues have been resolved; therefore, the board finds it beneficial to the citizens of Kingsport to delay the new rate increase until August 1, 2022.

It is recommended to amend the Sewer Fund Budget delaying the implementation of the rate increase of 13.5% for all sewer customers from July 1, 2022 until August 1, 2022.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jm*

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

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE,
TO AMEND THE SEWER BUDGET FOR THE FISCAL YEAR
BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, TO
DELAY THE IMPLEMENTATION OF THE NEW SEWER RATE
UNTIL AUGUST 1, 2022 AND TO FIX THE EFFECTIVE DATE OF
THIS ORDINANCE

WHEREAS, on June 21, 2022, the Kingsport Board of Mayor and Aldermen passed on second reading the Sewer Budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023; and

WHEREAS, the sewer budget ordinance included a rate increase by an average of 13.5% to take effect for all billings rendered on or after July 1, 2022; and

WHEREAS, the board finds it beneficial to the citizens of Kingsport to delay the implementation of this rate increase until August 1, 2022.

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

SECTION I. That Section XI of Ordinance No. 7021 passed on June 21, 2022 is hereby amended as follows:

The sewer usage rates will be increased by an average of 13.5% for both inside and outside city customers. These sewer rates shall be applicable to all billings rendered on or after August 1, 2022.

SECTION II. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION III This ordinance shall take effect July 21, 2022, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute and Agreement for the Employee Physical Wellness Program

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

Action Form No.: AF-185-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Mike Wessely
 Presentation By: T. Copas

Recommendation:

Approve the resolution.

Executive Summary:

On May 1, 2022, Human Resources published a Request for Proposals for a vendor to perform employee physical wellness services. One (1) proposal was received from MedFit, LLC in the amount of \$192,800.00. The proposal was reviewed by the Employee Physical Wellness Committee. The Committee recommends rejecting the proposal as submitted by MedFit, LLC. However, the Committee recommends entering into an agreement with MedFit, LLC for employee physical wellness services as set forth in the request for proposals in an amount not to exceed \$142,800.

Funding of \$150k has been budgeted for FY23. Account # 615-1601-413-20-61. The program will be reviewed annually with an option for renewal.

Attachments:

1. Resolution
2. Committee Counter proposals

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MEDFIT, LLC FOR EMPLOYEE PHYSICAL WELLNESS SERVICES AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on May 1, 2022 the city published a request for proposals for employee physical wellness services as part of a wellness program for employees working under the authority of the city manager; and

WHEREAS, one proposal was received from MedFit, LLC, the current provider of these services, which was reviewed by the Employee Physical Wellness Committee; and

WHEREAS, the Employee Physical Wellness Committee recommends rejecting the proposal submitted by MedFit, LLC; and

WHEREAS, the Employee Physical Wellness Committee recommends the city enter into a one year agreement with an annual renewal option with MedFit, LLC for the provision of employee physical wellness services as set forth in the request for proposals in an amount not to exceed \$142,800.00; and

WHEREAS, funding is identified in account number 615-1601-413.20-61.

Now therefore,

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

SECTION I. The proposal submitted by MedFit, LLC is rejected.

SECTION II. That a one year agreement, with an annual renewal option with MedFit, LLC for the provision of employee physical wellness services as set forth in the request for proposals in an amount not to exceed \$142,800.00, is hereby authorized.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with MedFit, LLC, for the provision of employee physical wellness services, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Attachment: A

EMPLOYEE PHYSICAL WELLNESS PROGRAM

Purpose:

1. To provide employees a regimen of treatment when experiencing minor musculoskeletal disorders due to life's everyday stresses and strains.
2. To identify workplace hazards that have the potential to cause injury or adverse health effects to City of Kingsport employees and work with city officials to implement corrective action measures to prevent injuries or illness from occurring.
3. To provide employees with knowledge of how to recognize workplace hazards and take appropriate steps to reduce/eliminate potential health effects.

Note: *This program is not a replacement for Workers' Compensation. Injuries related to the workplace must be reported to Risk Management with treatment coordinated thru the City's Workers' Compensation Program.*

Scope:

The program is available to all regular full-time and part-time employees.

Program Oversight:

A Program Committee will oversee the management of the program. The committee will meet quarterly to review program metrics, utilization, cost, and recommend/implement program changes.

The Program Committed has named the Benefits Administrator to serve as the Program Administrator whose duties will be to oversee the day to day operations of the program, serve as the contact person for the vendor, assist employees with enrollment/questions, and assemble data for quarterly reports for committee review.

Program Elements:

1. *Physical Wellness Assessment:* assess employee musculoskeletal aches/pains and design a regimen of treatment for symptom improvement. Provides employee with coaching/counseling to assist in treatment. (85%)

2. **Job Evaluation:** evaluation of job tasks to reduce pressure on the musculoskeletal system. (5%)
 - a. Identifies stressors of an individual job/task and strength/range of motion requirements.
 - b. Recommend countermeasures to reduce workplace hazards.
 - c. Develop a stretching/strengthening/flexibility program to assist in the reduction of injuries by addressing muscular weakness/imbances and flexibility.
3. **Workstation Assessment:** evaluation of workstation to reduce/eliminate pressure on musculoskeletal system. (5%)
 - a. Evaluate job tasks for ergonomic risk.
 - b. Identify risks.
 - c. Recommend corrective action to reduce/eliminate hazards.
 - c. Develop stretching/strengthening/flexibility program to assist in the reduction of musculoskeletal injuries caused by repetitive motion.
4. **Educational Training:** provide training on subject matters related to musculoskeletal disorders. (5%)

Eligibility

Eligible employees are allowed up to 12 visits per year (July-June). Upon exhausting the initial 12 visits, eligible employees may request additional visits by contacting the Program Administrator. The Program Administrator will have the authority to approve up to a maximum of 12 additional visits per employee.

In the event an employee requires more than 24 visits in a program year, the employee will have the option to submit a written request for additional visits to the Program Administrator. The Program Administrator will present the request to the Program Committee for discussion. Should additional visits be approved (in excess of the 24 limit), employees will be required to use sick/comp/vacation hours to cover their absence from work.

Scheduling of Assessments/Training:

1. **Wellness Assessments:** Requested by employee through their Department Manager. Upon approval, the employee schedules an appointment thru the Vendor. Appointments are to be scheduled so as to minimize job disruptions to the extent practicable. Wellness Assessments will be conducted at the Vendor's facility during posted hours of business.
2. **Job/Workstation Assessments:** Requested to the Program Administrator by the Department Manager. Program Administrator coordinates the scheduling of the

assessment with the Vendor and communicates schedule to Department Manager. Assessments are conducted at City facilities during normal business hours.

3. **Educational Training:** Requested to the Program Administrator by the Department Manager. Program Administrator coordinates the scheduling of Training with the Vendor and communicates schedule to Department Manager. Training will be performed at City facilities at a mutually agreed date and time between the City and Vendor.

Timekeeping:

1. **Wellness Assessments:** employees are allotted one hour to attend a wellness assessment. This includes 30 minutes for the wellness session and 15 minutes travel time each way. Time utilized for wellness sessions during working hours will be coded on the employees time card as follows:
 - a. Visits 1-24: WS
 - b. Visits 25+: sick/comp/vacation

Reporting/Recordkeeping:

1. The Program Administrator will provide the Vendor an employee census to enable the Vendor to group report data by functional area and to assist in determining program eligibility.
2. Vendor will provide monthly reports that include monthly and YTD metrics in a manner that maintains participant confidentiality.
3. Monthly invoices will be supported by reports that lists the employee name, type of service performed, date service was performed, time of service, department, and specific job title/task if applicable. Reports will also include a list of the number of "no show" appointments by name and date.
4. **Workstation Assessments:** Upon the completion of a Job/Workstation Assessment the Vendor will have 5 business days to submit an Assessment Report to the Program Administrator.
5. **Educational Training:** Upon completion of Educational Training the requesting Department Manager will have 5 business days to submit an evaluation of the Training course along with a sign in sheet listing the names and signatures of all employees attending the training to the Program Administrator.

| Physical Wellness Program | MedFit Proposal | City Requirements |
|-------------------------------------|---|--|
| Program Details | Employees are treated for aches and pains prior to escalating to an injury condition. | |
| How does the program work? | <p>MedFit will continue to dedicate times at our facility for employees to be assessed or perform Medical Exercise Training.</p> <p>Employee can be referred by their Supervisor or employee can set their initial appointment.</p> | Employee requests approval from his/her immediate Supervisor to schedule a MedFit appointment. Upon Supervisor approval, the employee will contact MedFit or utilize MedFit's web based scheduling program to schedule their appointment. |
| How does the referral process work? | Initial assessment may be scheduled by the employee on MedFit's web based scheduling program or at Supervisor's request. Employee can also call to schedule appointment. | Upon Supervisor approval, the employee will contact MedFit via telephone or utilize MedFit's web based scheduling program to schedule their appointment. |
| Employee Appointments | <p>Upon initial assessment the Trainer will determine how often the employee will need to be seen. The employee will come in one time per week except on special cases where more than one time per week is warranted.</p> <p>If the Trainer feels the employee could benefit from ergonomics, they will schedule an ergonomic assessment to be done.</p> <p>MET sessions are 30 minutes</p> <p>MedFit allots specific times throughout the day to see employees. These times are set by the employer and MedFit.</p> | <p>Trainer should recommend the number and frequency of visits which are subject to program eligibility rules.</p> <p>Some employees may not require weekly visits.</p> <p>All ergonomic assessments will be coordinated through the Program Administrator.</p> <p>Appointments are to be conducted during MedFit's normal business hours. The COK is not responsible for setting MedFit's schedule.</p> |

| | | |
|---------------------------|--|---|
| Ergonomics | Ergonomic assessments will be done on a referral basis. The Supervisor or trainer will refer the employee to the Ergonomic Specialist. The Ergonomics Specialist will then go to the employee's workstation and evaluate the needs of the employee and the work station. Immediate adjustments will be made and recommendations will be made and sent to the employee and the employee's Supervisor. | Ergonomic assessments are requested thru the Program Administrator. The Program Administrator will coordinate the scheduling of ergonomic assessments and communicate the dates and times to the Department Manager and Ergonomics Specialist. Upon completion of the ergonomic job/workstation assessment, MedFit will have 5 business days to submit an Assessment Report to the Program Administrator. |
| Scheduling Appointments | MedFit will also send out a MedFit staff member to assist employees that are having difficulty scheduling or need education to log in and set an appointment. | In the event COK employees are having difficulty scheduling a MedFit appointment they should contact the Program Administrator for assistance. |
| Education Classes | Custom classes will be done at the facility requesting or requiring education. If our analytics indicate that there is a specific high-risk need in an area, we will provide a seminar to address the need. | Educational training is requested by the Department Manager thru the Program Administrator. MedFit may recommend training courses to the Department Manager or Program Administrator. |
| Office Ergonomics Program | The program is coupled with both Medical Exercise Training (MET) and office ergonomics. If an employee is referred during their MET appointment to ergonomics, MedFit will assess their workstation and make all adjustments possible. We will also make recommendations that may include parts from the program. When office furniture is replaced we will send our Ergonomics Specialist to adjust the work station to the correct fit for the employee. | Workstation assessments are requested by the Department Manager thru the Program Administrator. |
| Pricing | MedFit requires a yearly minimum number of hours for each Program Element: 144 hours @ \$100 per/hour for job | Program Element maximums: The COK agrees to the requested hourly rates with a yearly maximum of 120 hours |

| | | |
|------------------------|---|---|
| | <p>evaluations, 96 hours @ \$100 per hour for workstation assessments, 2,050 hours @ \$80 per hour for wellness assessments, and 60 hours @ \$80 per hour for educational training classes.</p> | <p>for job evaluations, 60 hours for workstation assessments, 1,500 hours for wellness assessments, and 60 hours for training.</p> <p>Total yearly amount is not to exceed \$142,800.</p> <p>The COK does not guarantee a minimum number of hours that will be compensated.</p> <p>The COK will provide compensation for approved job/workstation assessments and employee wellness assessments which meet the Program's eligibility requirements. This also includes payment for missed appointments that are not cancelled 24 hours in advance.</p> |
| Reporting and Meetings | <p>The increase in the hourly rate is due to both the removal of reporting hours, increased reporting required, and inflation.</p> | <p>The cost of reporting is to be included in the hourly bill rate.</p> <p>MedFit will provide monthly reports that include monthly and YTD metrics in a manner that maintains participant confidentiality.</p> <p>The Program Administrator will provide MedFit an employee census to enable MedFit to group report data by functional area and to assist in determining program eligibility.</p> <p>Monthly invoices will be supported by reports that list the employee name, type of service performed, date service was performed, time of service, department, and specific job title/task if applicable. Reports will also include a list of the number of "no show"</p> |

| | | |
|---------------------|--|---|
| | | <p>appointments by name and date.</p> <p>Medfit is not required to produce a monthly newsletter.</p> <p>Meetings between the COK and MedFit are not compensable.</p> <p>Job/Workstation Assessments: Upon the completion of a job/workstation assessment MedFit will have 5 business days to submit an Assessment Report to the Program Administrator.</p> |
| Program Eligibility | | <p>All full and part-time employees are eligible to participate in the Employee Physical Wellness Program.</p> <p>Eligible employees are allowed up to 12 visits per year (July – June).</p> <p>Additional visits may be requested by contacting the Program Administrator who has the authority to approve up to 12 additional visits.</p> <p>Visits in excess of 24 require Program Committee approval and are subject to the employee using sick/comp/vacation hours to cover their absence from work.</p> |
| Communication | | <p>All program communication with the COK should be initiated through the Program Administrator.</p> <p>Communications (ex. Flyers, posters) must be submitted to the Program Administrator for Committee approval before distribution can occur.</p> |



AGENDA ACTION FORM

A Resolution to Renew the MOU with Camelot Care Centers, Inc., for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-202-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the resolution.

Executive Summary:

The administration requests to renew the Memorandum of Understanding with Camelot Care Centers, Inc. to ensure the continuation of current Behavioral Health and Counseling Services provided to all students at Kingsport City Schools for the 2022-2023 School Year.

Camelot Care Centers, Inc. is a provider of Behavioral Health and Counseling Services. Camelot mental health professionals work with children, families of KCS Students, and School Staff to develop and implement treatment plans and provide services in accordance with the established treatment plans. Camelot has increased the number of counselors from nine to ten in order to ensure they can continue to meet the needs of the students, while eliminating the disruption to the educational process by allowing counselors to meet with students at the school facility instead of offsite.

Due to the increase in the number of counseling professionals, the contract total has increased by \$18,000.00 making the total not to exceed contract amount of \$198,000.00 for the 2022-2023 School Year. Funding for this contract will come from the following.

General Purpose School Fund (\$36,000) Account# 141-7250-773.03-99,
 ESSER 3.0 Funds (\$108,000) Account# 142-7250-773.03-99 MH2301,
 Safe Schools Grant Funds (\$36,000) Account# 145-7250-773.03-99 SSA023, and
 Coordinated School Health Program (\$18,000) Account# 145-7250-772.03-99 CSH023.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS, INC. FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, Kingsport City Schools currently receives services from Camelot Care Centers, Inc., for behavioral and consulting services provided to students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services provided by Camelot Care Center, Inc., shall not exceed \$198,000.00, and funding is available in account General Purpose School Fund (\$36,000) Account# 141-7250-773.03-99, ESSER 3.0 Funds (\$108,000) Account# 142-7250-773.03-99 MH2301, Safe Schools Grant Funds (\$36,000) Account# 145-7250-773.03-99 SSA023, and Coordinated School Health Program (\$18,000) Account# 145-7250-772.03-99 CSH023.

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Camelot Care Centers, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, a Memorandum of Understanding with Camelot Care Centers, Inc., and all other documents necessary and proper, and to take such acts as necessary, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into on this 20th day of July 2022, by and between the City of Kingsport for its Kingsport City School System School System ("School System School System") and Camelot Care Centers, Inc. ("Provider").

WHEREAS, School System recognizes that offering mental health and/or other counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

WHEREAS, Provider is a provider of children and adolescent behavioral health services and has the necessary qualifications, experience, and abilities to provide behavioral health services to students at the following locations: Dobyns-Bennett HS, Ross N. Robinson MS, John Sevier MS, D-B EXCEL, Cora Cox Academy, Andrew Jackson ES, Theodore Roosevelt ES, Abraham Lincoln ES, John F. Kennedy ES, George Washington ES, Thomas Jefferson ES, Andrew Johnson ES, and John Adams ES.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Children Served: Provider will work with each school listed above to offer individual and group therapy services to eligible students, and will respond to any crisis or behavioral issues that may arise at the school, upon request of the principal or principal's designee. Participating children must

be determined eligible for services based on assessment by a Provider qualified mental health professional staff member. A parent or guardian must give written consent and must complete all necessary documentation for their child to participate in the program. Eligibility for services will be determined by Provider, based upon payers' eligibility criteria.

2. Staffing: Eleven (11) qualified mental health professionals will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans.

3. Assessment of Eligibility: Provider will provide all referred students with an appropriate assessment of eligibility to receive services in accordance with applicable payer guidelines, and in accordance with all applicable Federal, State and Provider guidelines. Provider will bill insurance, Medicaid or responsible parties for children who have Medicaid, private insurance or other means of payment. For uninsured children who are referred for services, Provider will provide services on a pro bono basis, as time and resources allow. If Provider is not able to provide pro bono services to all children in need of services, Provider will assist with making appropriate referrals for outpatient services with another organization.

4. Service Goals: Provider will provide services that meet the following goals:

- a. Work with School administrative staff to identify children needing services.
- b. Coordinate all activities through the Principal or designated staff member to effectively maintain a therapeutically sound clinical service.
- c. Improve or maintain the child's level of functioning as associated with the targeted behaviors.
- d. Provide quality, comprehensive and culturally competent services that are age appropriate to respond to the unique needs of each child.

5. Expectations for School:

- a. Refer children who have been identified as needing services to Provider for assessment.
- b. Provide appropriate work space for Provider's staff during regular School business hours, including, but not limited to:
 - i. Private space for use during times when individual therapy or parent meetings are necessary;
 - ii. Private group meeting space for group therapy;
 - iii. Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
- c. Provide access to and use of classroom materials for therapeutic activities.
- d. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
- e. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.

6. Expectations of Provider:

- a. Provide clinically competent services within the dynamics of a school milieu.
- b. Be accountable for its staff involved in the provision of services at School.
- c. Provide all staff supplies and equipment needed for the provision of services at School.
- d. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
- e. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.

7. Duration of Agreement: This Agreement is for school year 2022-2023, starting August 2022 and ending June, 2023. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.

8. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.

9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee of Ninety Thousand Dollars and No Cents (\$198,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue two (2) invoices for \$99,000.00 to the School System on December 22, 2022 and May 23, 2023.

10. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.

11. Confidentiality of Records: Provider shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, et seq.; 34 CFR Part 99). Provider acknowledges that the requirements and terms set forth under FERPA are additional terms under this Agreement and, therefore, fully incorporated herein and made a part hereof. Provider will adhere to requirements as established by School System policies and procedures and FERPA, as specified in 34 C.F.R. Part 99.30, for disclosure of "educational records."

12. Indemnification: Provider shall indemnify School System, its board members, officers, employees, or agents harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts, errors, or omissions committed or alleged to have been committed by Provider or its employees. Provider will defend and pay costs to indemnify and hold School System harmless from any and all demands, claims, suits, actions and legal proceedings, including allegations of negligence, brought against School System, its board members, officers, employees or agents arising out of alleged acts or omissions by Provider in the course of performing services pursuant to this Agreement.

13. Insurance: Provider will furnish to School System Certificates of Insurance, or certified copies of policies if so requested at any time, indicating that the following insurance coverages (underlined) have been obtained, which meet the minimum requirements as outlined below:

Professional Liability Insurance in the name of the Provider, pertinent to Provider's profession, including the employees as insureds, at an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance with respect to School System, its officers, officials, employees, and agents. Any insurance or self-insurance or other funding mechanism(s) maintained and/or carried by School System, its officers, officials, employees, or agents shall be excess of the Provider's insurance with no right of contribution. Policy or Policies shall provide cross-claim and severability of interest coverage for losses due to the negligence, omission, or other conduct of Provider.

Provider shall provide no less than thirty (30) days written notice to School System at the address listed in this Agreement prior to cancelling any insurance policy coverage required by this Agreement.

14. Notice: Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised in writing:

Notice to School System shall be sent to the following:

Jim Nash

Chief Student Services Officer, Kingsport City Schools

400 Clinchfield Street, Suite 200

Kingsport, TN 37660

423-378-2169

jnash@k12k.com

Notice to Provider shall be sent to the following:

Aaron Shankle, MA

Director of Business Development, Camelot Care Centers, Inc.

2971 Fort Henry Drive

Kingsport, TN 37664

423-392-2975 Ext. 1010

ashankle@camelotcare.com

15. Governing Law: This Agreement is made in the State of Tennessee and shall be governed and interpreted according to the laws of the State of Tennessee without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement, including, but not limited to, enforceability of this Agreement, to interpret any provision of this Agreement, or to remedy any breach of this Agreement, shall be brought in the state or federal court(s) of Sullivan County, Tennessee. No claim or cause of action described in this paragraph shall be pursued in any other state or federal jurisdiction.

16. Independent Contractor: Provider is, and shall be, in the provision of all services under this Agreement, an Independent Contractor, and not an employee, agent, or servant of School System. All persons engaged in any of the services performed pursuant to the Agreement shall at all times, and in all places, be subject to Provider's sole direction, supervision and control. Provider shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the Provider's relationship and the relationship of its employees to School System shall be that of an Independent Contractor and not as employees or agents of School System.

17. General Compliance with Laws: Provider certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental

approvals, if any, necessary to the performance of its obligations under this Agreement. Provider shall maintain all current certifications, licenses, and registrations relevant to providing services during the term of the Agreement.

18. Severability: If any provision of this Agreement is held to be unlawful, invalid or unenforceable, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

19. Backgrounds Checks Required. Provider will fully comply and require its employees and contractors to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining to required background checks for contractors who will have employees or subcontractors and employees that have direct contact with school children or a child care center or have access to the grounds of a school when children are present will have mandatory backgrounds checks as set out in the statute, and Provider has a duty to require such employee to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds. Provider agrees that no employer, or employee of the employer, including contractors of Provider, to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
- (ii) Any offense in title 39, chapter 13; (Offenses Against Person)
- (iii) §§ 39-14-301 and 39-14-302; (Arson; Aggravated Arson)
- (iv) §§ 39-14-401-39-14-404; (Definitions for burglary and related offenses; Burglary; Aggravated burglary; Especially Aggravated Burglary)
- (v) §§ 39-15-401 and 39-15-402; (Child abuse and child neglect or endangerment; Haley's Law – Aggravated child abuse and aggravated child neglect or endangerment – Definitions)
- (vi) § 39-17-417; (Criminal offenses and penalties) pertains to controlled substances
- (vii) § 39-17-1320; (Providing handgun to juveniles – Penalties) or
- (viii) Any other offense in title 39, chapter 17, part 13. (Weapons)

Prior to Provider providing service to School System pursuant to this Memorandum of Understanding, Provider shall certify in writing to School System that all employees of Provider or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification under T.C.A. § 49-5-413(d).

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

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

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

Action Form No.: AF-203-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

The administration desires to enter into this agreement for the purpose of continuing current services provided by Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students. Due to the decrease in the number of counseling professionals, the contract total has decreased by \$40,000.00 making the total not to exceed contract amount of \$168,000.00 for the 2022-2023 School Year.

Funding for this agreement is contained in General Projects account 141-7250-773.03-99.

Attachments:

- Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

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

WHEREAS, Kingsport City Schools currently receives counseling services from Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services shall not exceed \$168,000.00, and funding is available in account 141-7250-773.03-99.

Now therefore,

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

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

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, the agreement with Holston Children and Youth Services/Frontier Health to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

FRONTIER HEALTH
Holston Children and Youth Services
And
City of Kingsport for
KINGSPORT CITY SCHOOLS
CONTRACTUAL AGREEMENT
Local Program
SY 2022-2023

PARTIES:

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

CONTRACT:

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

A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.

Counseling services will be provided on a full-time basis with the following guidelines:

a. Student Assistance Counselors will be available at Dobyne-Bennett High School, John Sevier and Ross N. Robinson Middle Schools for four and a half (4.5) days per week (36 hours) or 65% of their time dedicated to the school system with allowance for billing third party sources as deemed medically necessary at 35% of their time.

One Masters level School Wide Behavioral Therapist will be available to the school system for any school needing specialized services working with any student in the school population and with the

two current school behaviorists for four and a half (4.5) days per week (36 hours) or 70% of their time dedicated to the school system with allowance for billing third party sources as deemed medically necessary at 30% of their time. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to insure student safety and well-being. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City School System. Payment for services described in section B will be \$168,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City School System for FH staff to bill third party payer sources as appropriate for additional clinical services as deemed medically necessary. The contract sum is to be paid in three installments.

Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

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

OTHER PROVISIONS:

This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the Contract shall not be binding unless assented to by all parties in writing. This Contract shall be effective as of July 1, 2022 through June 30, 2023. This Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, FH shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement, and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

{Acknowledgements Deleted for Inclusion in this Resolution.}

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

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

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

ADOPTED this 19th day of July, 2022.

PATRICK W. SHULL, Mayor

ATTEST

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney



AGENDA ACTION FORM

A Resolution to Approve Addendum 8 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-215-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

On January 21, 2020 the board adopted Resolution No. 2020-118, which approved an agreement with ESS South Central, LLC, (f/k/a ESS Southeast, LLC), for substitute staffing services for Kingsport City Schools. The administration recommends approval of an addendum to continue those services with updated costs specified in the addendum.

ESS South Central, LLC specializes in providing qualified staff for positions such as substitute teachers and other school support staff for daily, long-term and permanent assignments.

Funding for this service comes from General Purpose School Fund.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jim*

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: *Jim*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSPORT CITY SCHOOLS AND 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 adopted Resolution No. 2020-118, authorizing the mayor to sign a staffing services agreement with ESS South Central, LLC (f/k/a ESS Southeast, LLC) for substitute staffing services for the Kingsport City Schools; and

WHEREAS, over the course of the agreement with ESS South Central LLC there have been numerous addendums to the original agreement which addressed changes to the staffing services provided; and

WHEREAS, Kingsport City Schools desires to amend the agreement once again in order to extend the contract for another school year with ESS South Central LLC will provide staffing; and

WHEREAS, the increased pricing in the agreement is accepted; and

WHEREAS, the cost for this additional substitute classification will be paid with funds in General Purpose School Fund.

Now therefore,

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

SECTION I. That Addendum 8 to the agreement with ESS South Central, LLC, is approved and all prior addendums are hereby ratified.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with ESS South Central, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

ADDENDUM 8

This is an Addendum to an Agreement between **ESS South Central, LLC**, a Delaware limited liability company (the "Company") and the **Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitutestaffing to fill positions at the request of the District for a period ending June 30, 2022;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2023 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2022 through June 30, 2023;
2. Effective July 1, 2022, Addendum "A" to the Agreement, Pricing, is amended as per the attached revised Addendum "A";
3. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

**EXHIBIT A
Pricing Plan**

| Position | Pay Rate | Bill Rate | Rule |
|--------------------------------------|-----------------|------------------|-------------|
| Full Day Substitute Teachers | \$85.00 | \$108.38 | |
| Half Day Substitute Teachers | \$42.50 | \$54.19 | |
| Retiree Full Day Substitute Teachers | \$110.00 | \$140.25 | |
| Retiree Half Day Substitute Teachers | \$60.00 | \$76.50 | |
| Long Term Full Day | \$200.00 | \$255.00 | Day 1 |
| Long Term Half Day | \$100.00 | \$127.50 | Day 1 |
| Paraprofessional Full Day | \$85.00 | \$108.38 | |
| Paraprofessional Half Day | \$42.50 | \$54.19 | |
| Secretary/Admin | \$16.00 | \$20.40 | per hour |
| Book Keeper | \$22.00 | \$28.05 | per hour |
| Office Assistant/Administrative | \$12.00 | \$15.30 | per hour |

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 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ADDENDUM 8
TO EXTEND AGREEMENT

This is an Addendum to an Agreement between **ESS South Central, LLC**, a Delaware limited liability company (the “Company”) and the **Kingsport City Schools** (hereinafter referred to as “LEA” for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2022;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2023 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2022 through June 30, 2023;
2. Effective July 1, 2022, Addendum “A” to the Agreement, Pricing, is amended as per the attached revised Addendum “A”;
3. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

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

Kingsport City Schools

By _____
Signature

Name and Title

Date _____

ESS South Central, LLC

By _____
Steve Gritzuk, Chief Operating Officer

**EXHIBIT A
Pricing Plan**

| Position | Pay Rate | Bill Rate | Rule |
|--------------------------------------|-----------------|------------------|-------------|
| Full Day Substitute Teachers | \$85.00 | \$108.38 | |
| Half Day Substitute Teachers | \$42.50 | \$54.19 | |
| Retiree Full Day Substitute Teachers | \$110.00 | \$140.25 | |
| Retiree Half Day Substitute Teachers | \$60.00 | \$76.50 | |
| Long Term Full Day | \$200.00 | \$255.00 | Day 1 |
| Long Term Half Day | \$100.00 | \$127.50 | Day 1 |
| Paraprofessional Full Day | \$85.00 | \$108.38 | |
| Paraprofessional Half Day | \$42.50 | \$54.19 | |
| Secretary/Admin | \$16.00 | \$20.40 | per hour |
| Book Keeper | \$22.00 | \$28.05 | per hour |
| Office Assistant/Administrative | \$12.00 | \$15.30 | per hour |



AGENDA ACTION FORM

A Resolution to Award the Bid to Pavewell Paving Co. for 2022 Contracted Paving Area 28A and Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-206-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on June 30, 2022 for the 2022 Contracted Paving - Area 28A project. This project consists of placement of approximately 3,800 tons of asphalt on selected roads / streets along Fort Henry Drive between John B. Dennis Highway and Fort Patrick Henry Dam within Kingsport's City Limits. Project also includes milling, traffic control, and other associated work. The project shall be completed by October 29, 2022.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Pavewell Paving Co. in the amount of \$829,725.00.

| | |
|-----------------------------------|------------------|
| Base Bid | \$829,725.00 |
| Engineering Inspection & Admin 6% | 52,770.51 |
| Contingency 6% | <u>49,783.50</u> |
| Total Project Cost | \$932,279.01 |

The base engineering estimate for the referenced project is \$684,000.00.

Funding is available and identified in NC 2300.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Map

Funding source appropriate and funds are available: *Jm*

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

| | Y | N | O |
|------------|---|---|---|
| Cooper | — | — | — |
| Duncan | — | — | — |
| George | — | — | — |
| Montgomery | — | — | — |
| Otteman | — | — | — |
| Phillips | — | — | — |
| Shull | — | — | — |

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE CONTRACTED
PAVING – AREA 28A PROJECT TO PAVEWELL PAVING
COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT FOR THE SAME AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 30, 2022, for the 2022 Contracted Paving - Area 28A project; and

WHEREAS, the project consists of placement of approximately 3,800 tons of asphalt on selected roads / streets along Fort Henry Drive between John B. Dennis Highway and Fort Patrick Henry Dam within Kingsport's City Limits, and also includes milling, asphalt markings, and other associated work; and

WHEREAS, upon review of the bids, the board finds that Pavewell Paving Company is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and it is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with Pavewell Paving Company, Inc. at an estimated cost of \$829,725.00; and

WHEREAS, funding is available and identified in accounts NC2300.

Now therefore,

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

SECTION I. That the bid for the 2022 Contracted Paving- Area 28A project, consisting of placing approximately 3,800 tons of asphalt on selected roads / streets along Fort Henry Drive between John B. Dennis Highway and Fort Patrick Henry Dam within Kingsport's City Limits, and also includes milling, asphalt markings, and other associated work, at an estimated cost of \$829,725.00, is awarded to Pavewell Paving Company and the mayor is authorized to execute an agreement for same and all other documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**MINUTES
BID OPENING
June 30, 2022
4:00 P.M.**

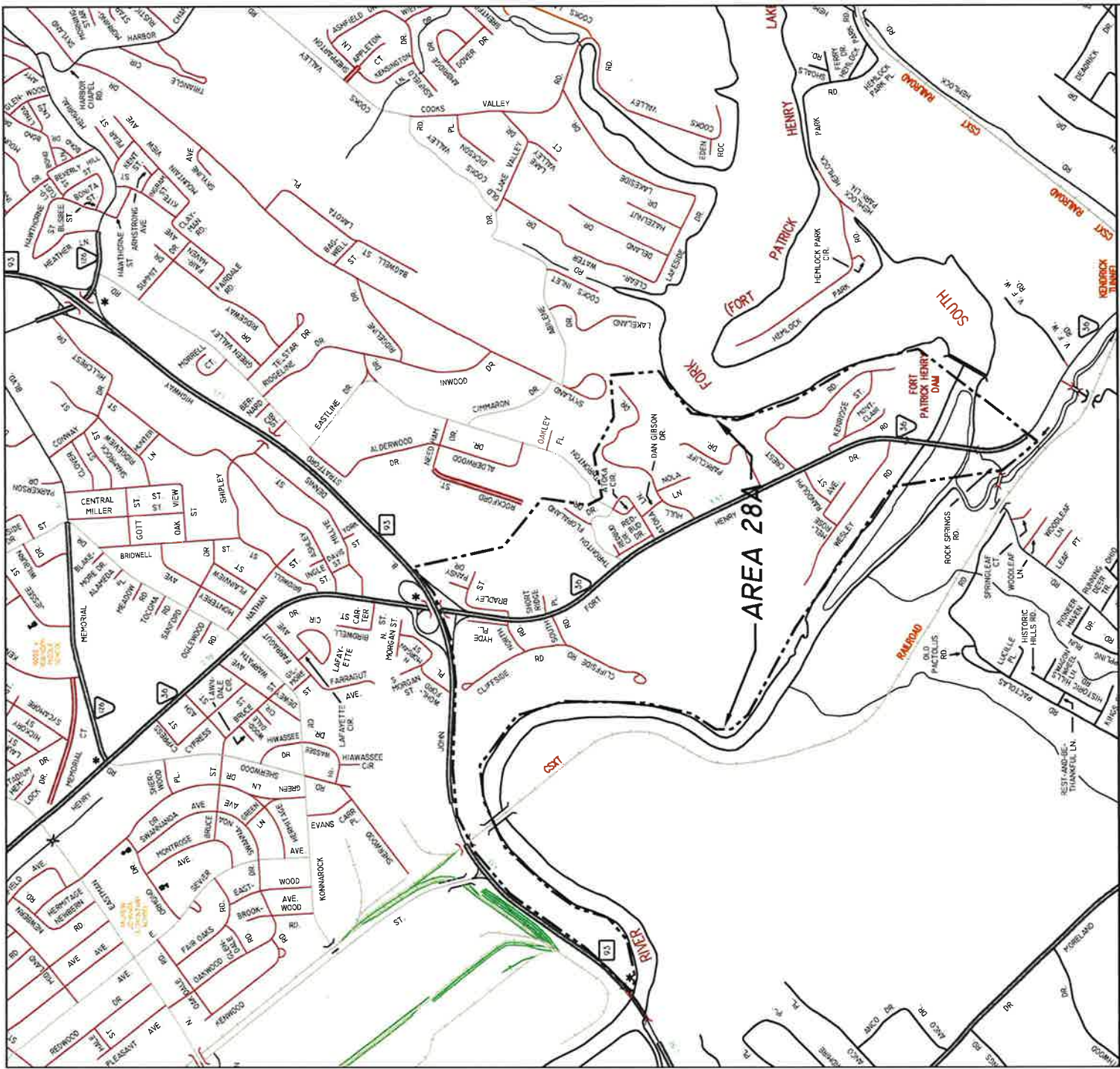
Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

| 2022 CONTRACTED PAVING - AREA 28A | |
|-----------------------------------|----------------|
| Vendor: | Total Cost: |
| Pavewell Paving Co. | \$829,725.00 |
| Summers – Taylor, Inc. | \$1,097,950.00 |
| W-L Construction & Paving Inc. | \$997,306.00 |

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



2022 CONTRACTED PAVING AREA 28A

LOCATION MAP





AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Sign Agreement with Tri-Cities United for the Use of Eastman Park at Horse Creek

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

Action Form No.: AF-175-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Kitty Frazier
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Tri-Cities United (TRIC) has worked with the City of Kingsport to organize and operate recreational soccer programs and to provide competitive soccer opportunities within the region. In recent years their primary facility for program operations has been Eastman Park at Horse Creek.

The current agreement is nearing the end of its term. TRIC and staff desire to enter into a new agreement. The proposed new agreement allows TRIC to utilize Eastman Park at Horse Creek during their spring and fall seasons. Additionally, the proposed agreement creates a framework through which the parties will engage in good faith efforts to advance the Tribe Sports Initiatives and continue collaborations with promotions, marketing, skills training, and the integration of Dobyns-Bennett coaches into the advisory board.

This agreement allows the City of Kingsport to partner with Tri-Cities United to provide high quality soccer opportunities for the citizens of Kingsport.

Attachments:

1. Resolution for Tri-Cities United use of Eastman Park at Horse Creek

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: *gus*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH TRI-CITIES UNITED FOR THE USE OF EASTMAN PARK AT HORSE CREEK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Tri-Cities United (TRIC) has worked with the city to organize and operate recreational soccer programs and to provide competitive soccer opportunities within the region, and in recent years their primary facility for program operations has been Eastman Park at Horse Creek; and

WHEREAS, this agreement will be for the term of July 1, 2022 through June 30, 2023, and the proposed agreement creates a framework pursuant to which the parties will engage in good faith efforts to advance the Tribe Sports Initiatives and continue collaborations with promotions/ marketing.

Now therefore,

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

SECTION I. That an agreement with Tri-Cities United for the use of Eastman Park at Horse Creek, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Tri-Cities United for the use of Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
TRI-CITIES UNITED

THIS AGREEMENT made by and entered into as of this ____ day of ____ July, 2022, by and between the CITY OF KINGSPORT, hereinafter called "CITY", and TRI-CITIES UNITED, hereinafter called "TRIC".

WITNESSETH:

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, the Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, TRIC, is a non-profit organization that is organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as the "facilities"; and

WHEREAS, TRIC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the facilities by TRIC and the respective obligations contained herein;

NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Term

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2023. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. Oversight Committee

1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:

- a. Parks and Recreation Advisory Committee member or designee
 - b. TRIC Recreation Coordinator
 - c. TRIC President or representative appointed by TRIC Board of Directors
 - d. Parks and Recreation Department staff member
 - e. Dobyns Bennett Boys varsity soccer coach or designee
 - f. Dobyns Bennett Girls varsity soccer coach or designee
2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These 6 positions must be 6 different persons.
3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following;
- Review of residency issues;
 - Review of program statistics related to participation and benchmark data;
 - Review of scheduling and of facility and program operations; and
 - Items in Section IV.9 pertaining to items that TRIC provides to CITY.
4. Items that CITY receives from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. Option to Renew

1. This Agreement may be renewed for one additional term of one year at the option but not the obligation of the parties, conditioned upon the following:
- a. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.
 - b. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Kingsport Recreational Soccer program has remained the primary focus.

IV. Use of Facilities

1. TRIC will be the primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program", for CITY. Thus, during the period ending June 30, 2023, TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:
- Lives inside the city limits of Kingsport; based on 911 address.
 - Parent/Legal Guardian pays city of Kingsport property tax; or
 - Participant attends a school operated by the City of Kingsport School System.
2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.
3. The third priority for use of the facilities is the TRIC Academy programs that have less than 51% CITY residents.
4. "Friendlies": The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the facilities. Other games not involving TRIC teams may not be held at facility without prior approval of CITY.
6. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:
- 2 practices per week
 - 5-7 league days during season
 - 1 local festival per season
 - 2-3 friendlies per season
 - 1-2 level appropriate tournaments per season
7. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.
8. TRIC may use the conference room located at facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.
9. The City will allow minimal storage, for equipment and supplies, inside the designated maintenance area of the facilities main building. TRIC will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.
10. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at Eastman Park at Horse Creek.

11. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.

12. CITY reserves the right to utilize the facilities when TRIC league activities are not scheduled. If facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

13. TRIC may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

14. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

15. CITY shall at all times have the right to inspect the facilities being used by TRIC and all TRIC sponsored activities related to the use of facilities.

16. If TRIC should desire to use facilities for additional tournaments or special events or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written Agreement between the parties.

8. **Obligations of CITY**

a. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

- i. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
- ii. Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
- iii. Maintain all bleachers in a safe and secure condition.
- iv. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
- v. Maintain structural integrity of concession stands, restrooms, and city storage areas including repair or replacement of damaged roofs, doors, and windows.
- vi. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
- vii. Maintain all scoreboards and control systems.
- viii. Maintain field irrigation system and watering schedules of turf areas.
- ix. Communicate with TRIC field mowing, fertilization and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.
- x. Provide TRIC with contact information for after-hour and everyday needs.
- xi. Maintain and repair all parking areas to include gates.
- xii. Maintain all trails within the facilities.
- xiii. Establish key control and Musco control link access.
- xiv. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with TRIC responsible for cleaning as needed all other times.
- xv. Determine all rental fees and rules for usage of facility.
- xvi. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- xvii. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- xviii. Establish policy for field lighting usage and access to computer codes.
- xix. Provide a plan for and approve all capital improvements with input from TRIC.
- xx. Provide for insurance on buildings.
- xxi. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the facilities.; and
- xxii. Line fields as needed for events and activities assigned to user groups other than TRIC.
- xxiii. Ensure the facility is locked when not in use.
- xxiv. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

9. **Obligations of TRIC**

a. TRIC agrees to:

- i. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.
- ii. Provide a scholarship program for the underprivileged.
- iii. Meet the following benchmarks for the Kingsport Recreational Soccer Program:
- A. Increase overall participation in the Recreational Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be

assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. TRIC will provide participant data with 911 addresses.

B. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants, and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.

C. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web based trainings, printed materials, etc.).

D. Consider hosting two tournaments each year that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.

E. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.

b. Perform a Criminal Background Check through Tennessee State Soccer on each volunteer who coaches or has one on one contact with youth. The purpose is to make the program as safe as possible for the youth participants. Volunteer applicants who have a past history of child abuse or molestation, violent behavior, drug or substance abuse, or other inappropriate behavior should be denied the opportunity to volunteer.

c. At no expense to CITY, provide the following maintenance and repair:

i. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by TRIC.

ii. TRIC shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.

iii. Line all fields for TRIC recreation league, academy, and tournament play.

iv. Monitor restroom facility and stock supplies to be provided by CITY.

v. Adhere to CITY rules that pertain to field usage and provide input on overuse.

d. Furnish to the CITY Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the CITY Parks and Recreation Department.

e. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.

f. Schedule and meet with the CITY Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.

g. Provide CITY with completed accident and incident reports pertaining to TRIC's use of facilities.

h. Report any facility maintenance problems to CITY designated personnel.

i. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with TRIC responsible for cleaning as needed all other times.

j. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.

k. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.

l. A minimum payment of \$6,000 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, TRIC will be given a credit of \$20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The \$6,000 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.

m. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.

n. Ensure the facility is locked each day at the conclusion of TRIC's use each day.

o. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.

p. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

q. Utilize the sports lighting in an efficient manner to help reduce electrical costs.

r. Follow all Park rules that have been established by the CITY Parks and Recreation Department.

s. Assist CITY in moving and relocating soccer goals in the facilities. TRIC is responsible to ensure goals are properly anchored. As per the City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:

i. Auger-style anchors that are screwed into the ground;

ii. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.

t. Allow ex-officio representation by CITY Parks and Recreation on TRIC Board.

u. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by TRIC members is outside the scope of this Agreement.

v. Hold CITY harmless from all damage or loss to TRIC equipment located at the facilities unless specifically caused by the sole negligence of CITY.

w. Provide CITY Parks and Recreation statistical data pertaining to participation and attendance at

Facilities on a monthly basis.

x. Include Photo & Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that our City offers and become the City's sole property. The City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on the CITY's website and social media.

y. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann. § 68-54-100 "Sudden Cardiac Arrest Prevention Act"

z. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

10. Assignment and Exclusivity

a. This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the facilities is nonexclusive.

11. Insurance and Indemnification

a. TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

b. TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

12. **Miscellaneous Provisions:**

a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

b. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.

c. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

d. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Sign Agreement with Tri-Cities United for concession rights at Eastman Park at Horse Creek

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

Action Form No.: AF-178-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Kitty Frazier
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Tri-Cities United (TRIC) has worked with the City of Kingsport to organize and operate recreational soccer programs and to provide competitive soccer opportunities within the region. In recent years their primary facility for program operations has been Eastman Park at Horse Creek.

The current agreement is nearing the end of its term. TRIC and staff desire to enter into a new agreement. The proposed new agreement allows TRIC to provide concession services at Eastman Park at Horse Creek for their programs.

This agreement allows the City of Kingsport to partner with Tri-Cities United to provide high quality services to the citizens of Kingsport who visit Eastman Park at Horse Creek for soccer activities.

Attachments:

1. Resolution for Tri-Cities United concession rights at Eastman Park at Horse Creek

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: *AM*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH TRI-CITIES UNITED FOR CONCESSION RIGHTS AT EASTMAN PARK AT HORSE CREEK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Tri-Cities United (TRIC) has worked with the city to organize and operate recreational soccer programs and to provide competitive soccer opportunities within the region, and in recent years their primary facility for program operations has been Eastman Park at Horse Creek; and

WHEREAS, previously the city has granted TRIC concession rights to sell food, refreshments, confectionary and beverages at Eastman Park at Horse Creek; and

WHEREAS, staff recommends the city again enter into an agreement with TRIC granting concession rights for the term of July 1, 2022 through June 30, 2023, at Eastman Park at Horse Creek.

Now therefore,

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

SECTION I. That a concession agreement with Tri-Cities United Eastman Park at Horse Creek is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Tri-Cities United Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this ____ day of _____ 2022, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called LESSOR, AND Tri-cities United, hereinafter called CONCESSIONAIRE.

W-I-T-N-E-S-S-E-T-H

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE TO LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of July 1, 2022, through June 30, 2023, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to insure that it is in a safe and usable condition at all times, and shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights or assign this agreement.

2. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.
3. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such, and will not do anything that would violate such pouring rights, including concessions or advertising.
4. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
5. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a dumpster.
6. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.
7. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.
8. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.
9. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.
10. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this agreement shall work a forfeiture of this agreement, and the City may take possession on a twenty-four (24) hour notice.
11. CONCESSIONAIRE may voluntarily terminate the agreement upon five (5) days written notice to the City.
12. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.
13. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

14. CONCESSIONAIRE shall indemnify, defend and hold harmless LESSOR, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for \$26,137 from the Department of Justice FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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

Action Form No.: AF-204-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Police Department has ongoing grant opportunities with the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grants (JAG). We have been notified that we are eligible for \$26,137.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

1. Resolution
2. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022 Local Solicitation.

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2022 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

WHEREAS, the city would like to apply for the Fiscal Year 2022 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program to purchase equipment and technology for the Kingsport Police Department; and

WHEREAS, the grant funds would be in the amount up to \$26,137.00, and there is no required local match; and

WHEREAS, certain documents must be completed and executed to apply for and receive the grant funds.

Now therefore,

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

SECTION I. That application for and receipt of a Fiscal Year 2022 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program in the amount of up to \$26,137.00 to purchase equipment and technology for the Kingsport Police Department is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Fiscal Year 2022 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program and any and all documents necessary and proper for such application and receipt of funds.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Program — Local Solicitation

Assistance Listing Number # 16.738
Grants.gov Opportunity Number: O-BJA-2022-171368
Solicitation Release Date: June 22, 2022 2:00 PM
Grants.gov Deadline: August 03, 2022 8:59 PM
Application JustGrants Deadline: August 08, 2022 8:59 PM

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Solicitation Categories

| Competition ID | Category * | Number of Awards | Dollar Amount for Award | Performance Start Date | Performance Duration (Months) |
|-----------------------|--|------------------|-------------------------|------------------------|-------------------------------|
| C-BJA-2022-00154-PROD | Category 1 - Applicants with eligible allocation amounts of less than \$25,000 | 618 | \$9,450,338.00 | 10/1/21 12:00 AM | 24 |
| C-BJA-2022-00155-PROD | Category 2 - Applicants with eligible allocation amounts of \$25,000 or more | 580 | \$83,437,803.00 | 10/1/21 12:00 AM | 48 |

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments, Other

Other

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2022 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2022-allocations>.

Eligible allocations under JAG are posted annually on the [JAG web page](#). See the allocation determination and “Units of Local Government” requirements section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ’s Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday–Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with any other requirements of this solicitation, contact the OJP Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only), or by email at grants@ncjrs.gov. The OJP Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday–Friday, and 10 a.m. to 8 p.m. on the solicitation close date.

Submission Information

Applications will be submitted to DOJ in two steps:

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities (SF-LLL) form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, the applicant will need to ensure that its System for Award Management (SAM) registration is current.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/>. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training.

Contents

| | |
|---|----|
| Contact Information | 2 |
| Program Description | 5 |
| Overview | 5 |
| Specific Information | 5 |
| Goals, Objectives, Deliverables, and Timeline | 13 |
| Evidence-Based Programs or Practices | 13 |
| Information Regarding Potential Evaluation of Programs and Activities | 13 |
| Federal Award Information | 13 |
| General Guidance for Federal Award | 13 |
| Types of Awards | 14 |
| Financial Management and System of Internal Controls | 14 |
| Budget Information | 14 |
| Cost Sharing or Matching Requirement | 15 |
| Pre-agreement Costs (also known as Pre-award Costs) | 15 |
| Limitation on Use of Award Funds for Employee Compensation: Waiver | 15 |
| Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs | 15 |
| Costs Associated with Language Assistance (if applicable) | 15 |
| Eligibility Information | 15 |
| Application and Submission Information | 15 |
| Information to Complete the Application for Federal Assistance (SF-424) | 15 |
| Standard Applicant Information (JustGrants 424 and General Agency Information) | 16 |
| Proposal Narrative | 16 |
| Budget and Associated Documentation | 17 |
| Budget Worksheet and Budget Narrative (attachment) | 17 |
| Indirect Cost Rate Agreement (if applicable) | 17 |
| Financial Management Questionnaire (including applicant disclosure of high-risk status) | 17 |
| Disclosure of Process Related to Executive Compensation | 17 |
| Additional Application Components | 17 |
| Research and Evaluation Independence and Integrity Statement | 17 |
| Certifications and Assurances by the Chief Executive of the Applicant Government | 18 |
| Disclosures and Assurances | 18 |
| Disclosure of Lobbying Activities | 18 |
| DOJ Certified Standard Assurances | 18 |
| Applicant Disclosure of Duplication in Cost Items | 18 |
| DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements | 18 |
| Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) | 18 |
| How to Apply | 18 |
| Submission Dates and Time | 19 |
| Application Review Information | 19 |
| Review Process | 19 |
| Federal Award Administration Information | 20 |
| Federal Award Notices | 20 |
| Administrative, National Policy, and Other Legal Requirements | 20 |
| Information Technology (IT) Security Clauses | 20 |

| | |
|---|----|
| General Information about Post-Federal Award Reporting Requirements | 20 |
| Federal Awarding Agency Contact(s) | 21 |
| Other Information | 21 |
| Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a) | 21 |
| Provide Feedback to OJP | 21 |
| Application Checklist | 21 |

Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2022 JAG Program Local Solicitation.

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

Statutory Authority: The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining units of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state's allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2022 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include: Combatting Hate Crime, Promoting Public Trust between Communities and Criminal Justice Agencies, Reducing Violent Crime, Community Violence Intervention (CVI), Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations, and Crime Analysis and Investigation. BJA encourages each recipient of FY 2022 JAG funds to join federal law enforcement agencies in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Combatting Hate Crime: Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims on the basis of their perceived or actual race, color, religion, national origin, sexual orientation, gender, gender identity, or disability. As noted in the [June 21, 2021, BJA Acting Director Mahoney Letter to JAG State Administering Agency \(SAA\) Directors](#) and the [January 26, 2022, DOJ Associate Attorney General Gupta Letter to SAA Directors](#), JAG funds may be used to prevent and respond to hate crimes and bias-motivated attacks. BJA encourages JAG recipients to utilize funding to prioritize efforts to identify, investigate, report, and prevent hate crimes and hate incidents; increase public awareness and expand/enhance the reporting of hate crimes; enhance the capacity of law enforcement and prosecutors to prevent and address hate crimes through education, training, and tools to investigate and prosecute hate crime cases; increase collaboration between federal, state, local, tribal, and territorial

(SLTT) law enforcement and prosecution agencies in their investigation and prosecution of hate crimes; assist SLTT law enforcement with training in identifying and classifying hate crimes and update these crimes in their entries in the National Incident-Based Reporting System (NIBRS); create state-run hate crime reporting hotlines that direct individuals to law enforcement, if appropriate; and fund victim support services. More information on BJA's hate crimes portfolio, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at [Hate Crime | Bureau of Justice Assistance \(ojp.gov\)](#).

Promoting Public Trust between Communities and Criminal Justice Agencies: For many communities, recent high profile incidences of excessive uses of force have contributed to strained relationships and a lack of confidence in law enforcement, courts, and prosecutors. Justice system practitioners' ability to address crime and collaborate with the public depends on having trust and legitimacy with the communities they serve. Criminal justice agencies must work together to renew and strengthen relationships with community members and leaders in order to elevate public confidence and trust in law enforcement, the courts, prosecutors, defense counsel, and corrections; reduce crime; and ensure that the rights of all are protected. In his January 21, 2022, [remarks to the U.S. Conference of Mayors](#), Attorney General Garland stated, "...promoting public trust between communities and law enforcement is essential to making both communities and policing safer. The department will continue to fulfill its duty to ensure the constitutional policing practices that promote the accountability necessary to build that public trust." As such, BJA encourages SLTT jurisdictions to utilize JAG funding in support of projects that aim to partner police and community organizations and advance constitutional policing practices that create the transparency and accountability necessary to build public trust. The practices include, but are not limited to: eliminating racial profiling and implicit bias, eliminating excessive force and chokeholds, eliminating "no-knock" warrants in drug cases, eliminating contractual arrangements that prevent investigations of law enforcement misconduct, and prohibiting sexual contact between police and persons in their custody. BJA also encourages SLTT jurisdictions to utilize JAG funding in support of projects that aim to increase trust and confidence in prosecutorial, defense, and court practices such as neighborhood-focused [community courts](#) programs and building capacity and tools to protect constitutional rights under the [Sixth Amendment](#).

Reducing Violent Crime: Although the Federal Bureau of Investigation (FBI) [Uniform Crime Report](#) (UCR) *Crime in the United States* publications for 2020 and 2021 are not yet available, there are other indicators to suggest that certain types of violent crime increased in many areas. According to an analysis of 27 cities conducted by the [Council on Criminal Justice](#), incidents of homicide increased 5 percent over 2020, which had already seen a 44 percent increase in homicides over 2019. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund \(NLEOMF\)](#) indicates that as of December 31, 2021, 458 federal, state, tribal, and local law enforcement officers died in the line of duty in 2021. This is an increase of 55 percent from the 295 officers killed during the same period in 2020 and is the highest total line-of-duty officer deaths since 1930 when there were 312 fatalities. In addition, the past year has seen an unprecedented increase in threats of violence against Americans who administer the election process in our country.

In June of 2021, the Biden-Harris Administration announced a [Comprehensive Strategy to Prevent and Respond to Gun Crime and Ensure Public Safety](#) to stem the flow of firearms used to commit violence including by holding rogue firearms dealers accountable for violating federal laws; supporting local law enforcement with federal tools and resources to help address summer violent crime; investing in evidence-based community violence interventions; expanding summer programming, employment opportunities, and other services and supports for teenagers and young adults; and helping formerly incarcerated individuals successfully reenter their communities.

Recognizing that violent crime and the drivers of that crime vary from community to community, BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for violence reduction projects, and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security (DHS); and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns in the commission of a

crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the submission of all necessary records to the FBI databases in a timely fashion, thereby helping to prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law.

In addition, in June 2021, DOJ issued guidance regarding threats against election workers and a [task force](#) to address the rise in such threats. BJA also sent a [letter to SAA Directors](#) to address the rise in such threats. BJA also sent a letter to SAA Directors clarifying that JAG funds can be used to deter, detect, and protect against threats of violence against election workers, administrators, officials, and others associated with the electoral process. BJA encourages JAG recipients to utilize funds to prevent and respond to violent threats of this kind.

Community Violence Interventions: In April 2021, the [Biden-Harris Administration announced historic investments in community violence intervention \(CVI\)](#) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. CVI strategies typically focus on high risk individuals and gang and gun violence, as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically deployed such as behavioral health supports, employment access, housing advocacy, and family supports. visit <https://bjaoip.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on [BJA's National Training and Technical Assistance Center \(NTTAC\) website](#), and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#).

Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations: As a result of the COVID-19 pandemic, SLTT criminal justice agencies implemented various community mitigation policies to prevent and reduce the spread of COVID-19. Courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which impacted criminal court operations and court staff, victims, and witnesses, as well as defendants. To address backlogs and other consequences of the necessary mitigation policies, SLTT agencies created innovative ways to administer justice. While many of these innovations had an up-front cost, they hold significant potential to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as efforts to reduce incarcerated populations. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and Wi-Fi hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain innovations that improved both the efficiency and effectiveness of justice system operations, and BJA encourages JAG recipients to utilize funds for continued innovation sustainment activities and to continue to address the backlog of cases. This could include the purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court. In addition to

or in conjunction with support for technology, BJA encourages SLTT agencies to address backlogs by instituting triage and other case-processing improvements, including diversion practices, by prosecutors and courts pretrial, as well as the implementation of legal and nonlegal navigators to guide and support defendants through the legal process.

Crime Analysis and Investigation: With the recent increases in violent crime, crime analysis and investigations have become increasingly vital. Law enforcement agencies that have robust analysis capabilities are better able to focus their limited resources in ways that directly improve public safety while protecting the rights of civilians. According to the [International Association of Crime Analysts \(IACA\)](#), "Crime analysis is both a profession and a set of techniques." The professionals who perform crime analysis, and the techniques they use, are dedicated to helping law enforcement agencies become more effective through the use of relevant metrics, information, and analytical practices.

This past year, ransomware has emerged as an international challenge affecting public sectors, private sectors, and even individuals. According to Cybersecurity and Infrastructure Security Agency (CISA) [Alert \(AA22-040A\)](#), "ransomware tactics and techniques continued to evolve in 2021, which demonstrates ransomware threat actors' growing technological sophistication and an increased ransomware threat to organizations globally." To combat this growing threat, DOJ, DHS, and other federal partners have launched a centralized repository of resources for organizations and individuals at [StopRansomware.gov](#). This is a collaborative effort across the federal government and is the first joint website created to help private and public organizations mitigate their ransomware risk.

BJA encourages JAG recipients to utilize funds to support crime analysis efforts, including the hiring of cybercrime analysts and investigators, as well as cybercrime training for state or local law enforcement and emergency dispatch personnel. Recipients utilizing grant funds to support technological devices, artificial intelligence, predictive analytics, and other data-driven solutions ("Technological enhancements") directly should ensure those projects address the tenants of digital trust to include: how the technology will be carefully implemented through training of personnel and the setting and enforcement of policies governing its use to ensure that it contributes to positive outcomes for public safety, the community and/or the criminal justice system; and how the recipient will safeguard privacy, civil rights, and civil liberties throughout the duration of the project period.

Additional Uses of JAG Funds

JAG funds awarded under this FY 2022 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise in drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without requiring the infliction of pain.
- Purchase gunfire detection technology.
- Additionally, JAG funds awarded under this FY 2022 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

Limitations on the Use of JAG Funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds, but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited Expenditures and Associated Procedures under JAG

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. JAG funds provided under this part may NOT be used, directly or indirectly, to provide any of the following: (1) Any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety. (2) Unless the Attorney General certifies that extraordinary and exigent circumstances exist that make the use of such funds to provide such matters essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification. For purposes of JAG, a vehicle is considered a "police cruiser" only if it is used in the ordinary course for routine police patrol within the United States. Vehicles (including motorcycles, SUVs, and ATVs) used as "police cruisers" are not prohibited under JAG, and therefore may be acquired with JAG funds in the ordinary course, to the extent otherwise allowable under the award. For more information, please see the "prohibited expenditure list" at: [JAG Prohibited and Controlled Expenditures Guidance](#).

Please refer to the [JAG FAQs](#) for details on how to request prior approval (a waiver) from BJA to utilize JAG funds for prohibited item(s).

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Other Program Requirements

A unit of local government that applies for and receives an FY 2022 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see 2 C.F.R. § 200.305.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government." The most up-to-date version of this certification can be found at: [FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government \(ojp.gov\)](#). Please note that this certification takes the place of the review narrative attachment and contains

assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2022 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2022 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program — Body-worn Camera \(BWC\) Policy Certification \(ojp.gov\)](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPPI). BWCPPI allows jurisdictions to develop and implement policies and practices required for effective program adoption; and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (<https://cjtec.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Finally, body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2022 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect* (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [Justice Assistance Grant \(JAG\) Program — Body Armor Mandatory Wear Policy Certification \(ojp.gov\)](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

*A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2022 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirement

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. CISA updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2022 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2022 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A)), must have a system in place to ensure that all such NICS-relevant

dispositions or records are made available in a timely fashion.

National Incident-based Reporting System (NIBRS) — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such state for the three most recent years reported by such state to the average annual number of such crimes reported by all states for such years" (34 U.S.C. 10156(a)(1)(B)). Further, the local allocations rely on the "average annual number of part 1 violent crimes reported by such unit to the Federal Bureau of Investigation for the 3 most recent calendar years for which such data is available bears to the number of part 1 violent crimes reported by all units of local government in the State in which the unit is located to the Federal Bureau of Investigation for such years" (34 U.S.C. 10156(d)(2)(A)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continued to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. **A NIBRS set-aside is NOT required for FY 2022 awards**; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at [NIBRS — FBI](#).

Goals, Objectives, Deliverables, and Timeline

Goals

In general, the FY 2022 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.

Objectives

The objectives are directly related to the JAG Program accountability measures described at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

Deliverables

A unit of local government that receives an FY 2022 JAG award will be required to produce various types of reports including quarterly financial reports, quarterly performance reports, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work's results, as discussed in the "Application and Submission Information" section.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

General Guidance for Federal Award

Total number of awards BJA expects to make: 1198
Maximum dollar amount for each award: \$4,283,151

Total amount to be awarded under solicitation: \$92,888,141

Period of performance start date: October 1, 2021

Period of performance duration: 24–48 months

Category 1 — Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date

Availability of Funds

This solicitation and awards (if any are made) under this solicitation are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States; its departments, agencies, or entities; its officers, employees, or agents; or any other person.

The allocations for the FY 2022 JAG Program can be found at: [Fiscal Year \(FY\) 2022 Local Edward Byrne Memorial Justice Assistance Grant \(JAG\) Allocations \(ojp.gov\)](#).

Solicitation Categories

| Competition ID | Category * | Number of Awards | Dollar Amount for Award | Performance Start Date | Performance Duration (Months) |
|-----------------------|--|------------------|-------------------------|------------------------|-------------------------------|
| C-BJA-2022-00154-PROD | Category 1 - Applicants with eligible allocation amounts of less than \$25,000 | 618 | \$9,450,338.00 | 10/1/21 12:00 AM | 24 |
| C-BJA-2022-00155-PROD | Category 2 - Applicants with eligible allocation amounts of \$25,000 or more | 580 | \$83,437,803.00 | 10/1/21 12:00 AM | 48 |

Types of Awards

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Unmanned Aircraft Systems

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Limitation on Use of Award Funds for Employee Compensation: Waiver

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

Application and Submission Information

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will**

complete application materials in JustGrants. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm its Authorized Representative; and verify and confirm the organization's unique entity identifier, legal name, and address.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment.

Category 1 — Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

- a. **Description of the Issue** — Identify the unit of local government's strategy/funding priorities for the FY 2022 JAG funds, the subgrant award process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.
- b. **Project Design and Implementation** — Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. **Capabilities and Competencies** — Describe any additional strategic planning/ coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction.
Plan for Collecting the Data Required for this Solicitation's Performance Measures
- d. **Plan for Collecting the Data Required for this Solicitation's Performance Measures** —OJP will require each successful applicant to submit specific performance data that show the completed work's results. The performance data directly relate to the objectives previously identified under "Objectives."

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it

receive funding.

Note: Applicants are not required to submit performance data with the application. Rather, performance measure information is included as an alert that successful applicants will be required to submit performance data as part of each award's reporting requirements.

BJA will require award recipients to submit performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit an annual (Category 1 recipients) or semi-annual (Category 2 recipients) performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation.

Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

The applicant will submit its indirect cost rate agreement by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must

demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will submit documentation of its research and evaluation independence and integrity by uploading it as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached in the section above entitled "Other Program Requirements." The most up-to-date certification form can be found at: [FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government \(ojp.gov\)](#).

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide for additional information](#).

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) for additional information.

How to Apply

Step 1: The applicant must submit the **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov.

For additional information, see the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by August 3, 2022 at 8:59 p.m. eastern time.

The **full application** must be submitted in JustGrants by August 8, 2022 at 8:59 p.m. eastern time.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates to allow sufficient time to correct errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline.

Experiencing Unforeseen Technical Issues

An applicant that experiences unforeseen SAM.gov, Grants.gov, or JustGrants technical issues beyond its control that prevent application submission by the deadline must demonstrate all efforts in requesting technical support in order to submit an application by the deadline. Technical support is available via phone and email to the applicable SAM.gov, Grants.gov, or JustGrants support centers or service desks in which an applicant received a ticket number for resolution. If an applicant misses a deadline due to unforeseen technical difficulties, the applicant may request a waiver to submit an application after the deadline. *Note: If an applicant does not submit all the required Grants.gov forms by the Grants.gov deadline, the applicant will not be able to proceed to the JustGrants portion of the application process.*

An applicant experiencing technical difficulties with the following systems must contact the associated support desk indicated below to report the technical issue and receive a tracking number:

- Grants.gov — Contact the [Grants.gov Customer Support Hotline](#).
- SAM.gov — Contact the [SAM Help Desk \(Federal Service Desk\)](#).
- JustGrants — Contact the JustGrants Support Desk at JustGrants.Support@usdoj.gov or 833-872-5175.

An applicant requesting a waiver to submit a late application must document their request for technical assistance in an email to the OJP Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline. If an applicant has technical issues with Grants.gov, the applicant must contact the OJP Response Center within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. Waiver requests to submit after the submission deadline must:

- Describe the technical difficulties experienced.
- Include a timeline of the applicant's submission efforts (e.g., what date and time did the error occur, what date and time was action taken to resolve the issue and resubmit; and what date and time did support representatives respond).
- Include an attachment(s) of the complete grant application and all required documentation and material.
- Include the applicant's Unique Entity Identifier (UEI) and any applicable SAM.gov tracking number(s), Grants.gov Help Desk, and JustGrants Support Desk Ticket Numbers.

OJP will review each request for late submission and required supporting documentation and notify the applicant whether the request has been approved or denied. For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and

consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the "Program Description" section, all award recipients under this solicitation will be required to submit certain reports and data.

Category 1 — Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been

obligated and expended) through OJP's JustGrants system.

- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Accountability measurement data must be submitted through BJA's Performance Measurement Tool, available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov, see the solicitation cover page.

For contact information for JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Application Checklist

BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

What an Applicant Must Do:

Prior to registering in Grants.gov:

- Confirm your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

To register in Grants.gov:

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))

Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant](#)

[Application Resource Guide](#))

To find the Funding Opportunity:

- Search for the Funding Opportunity in Grants.gov using the opportunity number, Assistance Listing, or keyword(s)
- Select the correct Competition ID
- Access the Funding Opportunity and Application Package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/jiii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2022 Awards](#)" in the [OJP Funding Resource Center](#).

Review Scope Requirement:

- The federal amount requested is within the allowable limit(s) of the FY 2022 JAG Allocations List as listed at: [FY 2022 Local JAG Allocations](#).

Review Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prepare to submit the Application for Federal Assistance standard form (SF)-424 and Disclosure of Lobbying Activities form (SF-LLL)

- Review Information to complete the Application for Federal Assistance (SF-424) in Grants.gov
- Submit the Intergovernmental Review
- Complete Standard Applicant Information (SF-424 information from Grants.gov)
- Submit the **SF-424** and **SF-LLL** in Grants.gov

After the SF-424 and SF-LLL submission in Grants.gov, receive Grants.gov email notifications that:

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

If no Grants.gov receipt and validation, or if error notifications are received:

- Contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support](#), or by email at support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Receive email notification to complete application in JustGrants:

- Proceed to complete application in JustGrants

Content of Application Submission

- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Budget Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- [FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government \(ojp.gov\)](#).

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Submit application in JustGrants:

- Application has been successfully submitted in JustGrants

If no JustGrants application submission validation, or if error notifications are received:

- Contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175 regarding technical difficulties.



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute a Signatory Authority Form Allowing the Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2022

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

Action Form No.: AF-205-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the resolution.

Executive Summary:

The U.S. Department of Justice now requires grant acceptance, application, and grant reporting to occur solely online (electronically). Additionally, the U.S. Department of Justice requires that the authorized representative or their formal designee complete and accept an application as well as, if awarded, annual/semi-annual and/or quarterly documents for grant reporting purposes. Such application and any acceptance conditions would be reviewed and approved by the city attorney and signed in hard copy by the mayor before electronic submission by the chief of police or designee. Information regarding the formal delegation of such authority must be placed in a file and available on-site for immediate review if requested.

Attachments:

1. Resolution.

Funding source appropriate and funds are available: *Jim*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER TO THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE RECEIPT OF GRANT FUNDS

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program requires a Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority to sign grant documents required for reporting as contracted on behalf of the city for an equipment and technology grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Signature Authority Consent Form for contracts, invoices, and other documents with the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program for an equipment and technology grant.

SECTION II. That the mayor is authorized to designate the chief of police as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Kingsport City Attorney to Execute and File Applications and Necessary Documents for Federal Assistance on Behalf of the City of Kingsport

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

Action Form No.: AF-214-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Chris Campbell
 Presentation By: C. McCartt

Recommendation:

Approve the resolution.

Executive Summary:

When a new City Attorney is appointed, the Federal Transit Administration (FTA) and the Tennessee Department of Transportation (TDOT) requests signatory authority be formally transferred from the previous attorney to the new one. The resolution and designation form states Rodney B. Rowlett, III, or his designee is authorized to execute and file awards, contracts and necessary documents to FTA and TDOT on behalf of the City of Kingsport.

Attachments:

1. Resolution
2. Sample Designation Form

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DESIGNATION OF SIGNATURE AUTHORITY FOR THE FEDERAL TRANSIT AWARD MANAGEMENT SYSTEM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Federal Transit Administration utilizes a system known as the Transit Award Management System through which are submitted annual certifications and assurances as well as all applications for and acceptances of funding for federal assistance; and

WHEREAS, Rodney B. Rowlett, III, as the newly appointed city attorney, must be designated as an authorized user of the Transit Award Management System in order to execute the necessary documents.

Now therefore,

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

SECTION I. That Rodney B. Rowlett, III, as city attorney is hereby designated as an authorized user of the Transit Award Management System.

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, the Designation of Signature Authority for the Transit Management System, to deliver the Designation and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by this resolution.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



July 19, 2022

DESIGNATION OF SIGNATURE AUTHORITY
FOR THE TRANSIT MANAGEMENT SYSTEM (TrAMS)

The City of Kingsport hereby designates Rodney “Bart” Rowlett, Kingsport City Attorney, as authorized to access the Federal Transit Administration’s (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient’s compliance with FTA’s requirements.

Patrick Shull, City of Kingsport Mayor

(Date)

Rodney “Bart” Rowlett, City of Kingsport Attorney

(Date)



AGENDA ACTION FORM

A Resolution to Approve the Area Agency on Aging and Disability Grant for FY 22-23

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

Action Form No.: AF-210-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Shirley Buchanan
 Presentation By: S. Buchanan

Recommendation:

Approve the resolution.

Executive Summary:

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

The City of Kingsport was approved for FY22-23 in the amount of \$31,100.00. The grant funds are broken down as follows: \$19,100.00 for State Senior Center, \$12,000.00 for Federal Transportation.

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

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jan*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE AND RECEIVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2022-2023

WHEREAS, the First Tennessee Development District's Area Agency on Aging serves as a pass through entity for funding from the Tennessee Commission on Aging and Disability for the Kingsport Senior Center; and

WHEREAS, this funding provides operational funds for the Kingsport Senior Center; and

WHEREAS, for the fiscal year of 2022-2023 the City of Kingsport was approved for a grant in the amount of \$31,000.00, which consists of funding in the amount of \$19,000.000 for the Kingsport Senior Center and \$12,000.00 in funding from the federal government for transportation for the Senior Citizens Center; and

WHEREAS, ten percent (10%) matching funds are required for each line item; and

WHEREAS, matching funds are provided in the Kingsport Senior Center operating budget.

Now therefore,

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

SECTION I. That the pass through funding from the First Tennessee Development District from the Tennessee Commission on Aging and Disability in the amount of \$31,000.00, requiring ten percent matching funds, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a grant contract and all documents necessary and proper to apply for and receive grant funds from the First Tennessee Development District's Area Agency on Aging in the amount of \$19,000.00, for operational funds for the Kingsport Senior Center, and \$12,000.00 for transportation for the Senior Citizens Center, all requiring ten percent matching funds, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
FIRST TENNESSEE DEVELOPMENT DISTRICT
AND
CITY OF KINGSFORT/KINGSFORT SENIOR CENTER**

This grant contract ("Grant Contract"), by and between the State of Tennessee, First Tennessee Development District, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee **City of Kingsport/Kingsport Senior Center**, hereinafter referred to as the "Grantee," or the "Senior Center" is for the provision of State funded services to individuals who are elderly and/or individuals with disabilities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."
Grantee Vendor ID # 000106

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. Senior Center Scope of Services

1. The purpose of the Senior Center shall be to facilitate the social, emotional, and physical well-being of adults age 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.

2. The Senior Center shall comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, *Program and Policy Manual*, Chapter 6 as well as any relevant federal and state laws, regulations, and rules.

3. If the Senior Center is chartered a not-for-profit corporation, the Senior Center must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Senior Center and the Senior Center's policy and procedures, programs, and services. The bylaws shall include the roles and responsibilities of the governing entity, Senior Center director, staff, participants, and fiscal integrity and responsibilities. Senior Centers chartered by the State of Tennessee shall maintain current registration with the Secretary of State and maintain 501(c)(3) status. A Senior Center which is part of a city or county government must operate in accordance with policy and procedures of the city or county government. Governmental agencies must be created by statute, resolution, or ordinance.

4. If the Senior Center is a part of city or county government, the city or county government must have policy and procedures that address the administrative and fiscal policies that govern the operation and management of the Senior Center.

a. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability

b. Fiscal Policies and Procedures: The written fiscal policies and procedures must include procedures for:

1. Developing and approving the budget;
2. Handling cash and providing receipts;
3. Check writing and disbursements;
4. Purchasing;
5. Petty cash disbursement and replenishment;
6. Bank reconciliation;
7. Program income; and
8. Voluntary Contribution.
- c. A facility that is accessible and barrier-free for people with disabilities
5. The Senior Center shall post the following:
 - a. Participant Grievance Procedure;
 - b. Title VI Civil Rights Notice;
 - c. Public Accountability Poster (800# TN Comptroller's Office);
 - d. Emergency telephone numbers ;
 - e. Location of First Aid Kits, extinguishers and other supplies; and
 - f. Monthly Calendar of Events.

6. The Senior Center shall record participant information using the questions on the Participant Registration Form located in the SAMS database.

7. The Senior Center shall submit program data and financial reports to the AAAD at least quarterly by the 10th day of the month following the quarter.

8. The Senior Center shall retain records for five (5) years plus the current year.

9. The Senior Center shall submit an annual report to the AAAD by August 1st of each year.

10. The Senior Center must administer a Satisfaction Survey and the results must be submitted to the AAAD annually.

11. The Senior Center must provide one (1) or more of these services. These services are: health education, education/training, health screening, physical fitness/exercise, recreation, and telephone reassurance.

A.3. Transportation Scope of Services

1. The purpose of the transportation service is to provide a means of transportation for persons aged 60 and older who require help in going from one location to another, using a service provider vehicle. Transportation resources are needed to meet activities of daily living, including but not limited to, shopping for groceries and other needs, medical and other health care related appointments, pharmacies, meal sites, and socialization.

2. (The Senior Center) shall have standard written procedures for providing the service.

3. (The Senior Center) shall establish trip priorities such as medical appointments and nutrition sites in the event all participants requesting service cannot be served.
4. (The Senior Center) must strictly enforce the Tennessee seat belt law.
5. Drivers must be in compliance with state governing law, statutes, policies, and regulations.
6. In addition to general training requirements, drivers must be provided with at least one annual in-service training as specified in a written training plan which must include these topics:
 - a. Medical emergencies: CPR, first aid, accident procedures;
 - b. Passenger relations;
 - c. Passenger assistance;
 - d. Special skills or knowledge for transporting special populations, such as dialysis patients; and,
 - e. Operation of special equipment such as wheelchair lifts or ramps.
7. A regular vehicle maintenance program which includes maintenance of safety equipment must be followed and documented.
8. An accident review process which includes documentation of action taken and final conclusion must be established and followed.
9. Participant information must be maintained at the dispatch sites which include:
 - a. General information regarding participant, including directions to the home, if necessary;
 - b. Special limitations or handicap as defined by Section 504 of the Rehabilitation Act of 1973; and,
 - c. Emergency information.
10. Transportation program vehicles are not to be used in lieu of emergency medical transportation.
11. Participant information, using the questions on the Participant Registration Form, shall be recorded in the SAMS database.
12. (The Senior Center) shall submit program data, program reports, and financial reports to the AAAD at least quarterly on or before the 10th day of the month following the quarter.
13. (The Senior Center) shall retain records for five (5) years plus the current year.
14. (The Senior Center) shall submit an annual report to the AAAD by August 1st of each year.
15. (The Senior Center) shall provide the services marked in the following categories, reaching a minimum of participants/units listed:

| X | Service | Unduplicated Number of Participants | Units of Service |
|----------------------------|--|---|------------------------|
| X | Transportation (One Way Trip) - Provision of transportation for a person who requires help in going from one location to another using a vehicle. Does not include any other activity. | 350 | 3,000 |
| Geographic Area Covered | Days/Hours of Service | Holiday Schedule | Closing |
| Kingsport, TN Area | Monday – Friday Regular Senior Center Operating Hours | State Schedule | Holiday |

1. (The Senior Center) geographic service area and days/hours of service are as follows:
2. Participants of the transportation service shall not be charged a fee, but provided an opportunity to make a contribution for service.
18. Title III-B Funds will be used to provide the transportation funding. There is a required ten percent (10%) local match for all Title III-B funds.

A.4. Monitoring Services

The Senior Center shall ensure that the State Grantor Agency develops and implements a review schedule for monitoring all services associated with this Grant Contract. The State Grantor Agency shall monitor all service providers at least annually using monitoring tools approved by the State that

are based on the *Program and Policy Manual*. If deficiencies are found during the monitoring process, the State Grantor Agency shall require the service provider to submit a Plan of Correction and conduct follow-up monitoring until all findings are resolved. If findings are not resolved to the satisfaction of the State Grantor Agency, the State Grantor Agency may take any type of corrective action, including but not limited to, termination of the contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on beginning on July 1, 2022 ("Effective Date") and ending on June 30, 2023 ("Term"). The State Grantor Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty One Thousand and One Hundred Dollars (\$31,100.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

FTAAAD, 3211 N. Roan Street, Johnson City, TN 37601 and emailed to Jayne Morrell at jmorrell@ftaaad.org

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: FTAAAD
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Remittance Address.
- (9) Grantee Contact for Invoice Questions (name, phone, or fax).
- (10) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

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

C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within twenty (20) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State Grantor Agency pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

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

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

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

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

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

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Michael Harrison, Executive Director
First Tennessee Development District
3211 North Roan St, Johnson City, TN 37601-1213
mharrison@ftdd.org
Telephone # 423-928-0224
FAX # 423-928-5209

The Grantee:

Pat Schull, Mayor
City of Kingsport/Kingsport Senior Center
415 Broad Street
Kingsport, TN 37660
shirleybuchanan@kingsporttn.org
Telephone # 423-392-8403
Fax # 423-224-2488

For Office on Aging, Family Caregiver, Senior Center and Nutrition Services:

Shirley Buchanan, Director

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

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

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

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

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

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

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

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

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

stating:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Currently the Annual and Final Report for all First Tennessee Development District, Area Agency on Aging and Disability (FTAAAD) sub-contracting agencies is prepared and submitted by FTAAAD.

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

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award. The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

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

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

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

hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

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

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

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

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

[Acknowledgements Deleted for Inclusion in this Resolution]

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **First Tennessee Development District Area Agency on Aging and Disability** (hereinafter "Covered Entity") and **City of Kingsport/Kingsport Senior Center** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

Business Associate provides services or goods to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts".

PROFESSIONAL SERVICES CONTRACT

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.7 below), or other confidential information. Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and E, which require Covered Entity to have a written contract with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information and/or other confidential data" and, therefore, make this Agreement.

(1) DEFINITIONS

- a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.
- b. "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- c. "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- d. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. "Privacy Officer" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- f. "Privacy Rule" shall mean the Standards for Privacy for Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(2) OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information or confidential information other than as permitted or required by this Agreement, Service Contracts, or as Required By Law. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.
- b. Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information or confidential information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information or confidential information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- c. Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information or confidential information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information or confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or confidential information by Business Associate in violation of the requirements of this Agreement.
- e. Business Associate agrees to require its employees, agents, and subcontractors to immediately report, to Business Associate, any use or disclosure of Protected Health Information or confidential information in violation of this Agreement and to report to Covered Entity any use or disclosure of the Protected Health Information or confidential information not provided for by this Agreement.
- f. If Business Associate receives Protected Health Information or confidential information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information or confidential information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information.
- g. If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to make an amendment.
- h. Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information or confidential information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- i. Business Associate agrees to document disclosures of Protected Health Information or confidential information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.
- j. Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.
- k. Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information or confidential information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
- i. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.
- ii. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
- iii. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.
- l. Business Associate agrees to adequately and properly maintain all Protected Health Information or confidential information received from, or created or received on behalf of, Covered Entity and to document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate by the Covered Entity.
- m. If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information or confidential information, and the Protected Health Information or confidential information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business

Associate receives a request for Protected Health Information or confidential information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

n. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

(3) PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information or confidential information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information or confidential information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information or confidential information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality of Protected Health Information or confidential information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality of the Protected Health Information or confidential information is breached.

d. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information or confidential information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(I)(B).

(4) OBLIGATIONS OF COVERED ENTITY

a. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information or confidential information, if such changes affect Business Associate's permitted or required uses.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information or confidential information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

(5) PERMISSIBLE REQUESTS BY COVERED ENTITY

a. Covered Entity shall not request Business Associate to use or disclose Protected Health Information or confidential information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information or confidential information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 6.3. below shall apply.

b. Termination for Cause.

i. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy Rule or this Agreement.

ii. Upon Covered Entity's knowledge of a material breach by Business Associate,

1. Covered Entity shall, whenever practicable, provide a reasonable opportunity for Business Associate to cure the breach or end the violation.

2. If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and Service Contracts.

3. If neither cure nor termination are feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

c. Effect of Termination.

i. Except as provided in Section 6.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information or confidential information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information or confidential information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information or confidential information.

ii. In the event that Business Associate determines that returning or destroying the Protected Health Information or confidential information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information or confidential information is unfeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information or confidential information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information or confidential information.

(7) **MISCELLANEOUS**

a. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy Rule, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

c. Survival. The respective rights and obligations of Business Associate under Section 6.3. of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy Rule.

e. Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

First Tennessee Development
District Area Agency on Aging and
Disability
Michael Harrison, Executive
Director
3211 North Roan Street
Johnson City TN 37601
Telephone: 423-928-0224
Fax: 423-928-5209

BUSINESS ASSOCIATE:

City of Kingsport/Kingsport
Senior Center
Pat Schull, Mayor
415 Broad Street
Kingsport, TN 37660
423-392-8403
423-224-8403

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

f. Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

g. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall

abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

i. Compensation. There shall be no remuneration for performance under this Business Associate Agreement except as specifically provided by, in, and through, contractual relationships referenced herein.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Approve the West End Foundation Grant and Ratify the Mayors Signature

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

Action Form No.: AF-211-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Shirley Buchanan
 Presentation By: S. Buchanan

Recommendation:

Approve the resolution.

Executive Summary:

The West End Home Foundation, in partnership with the statewide SeniorTrust Consortium, is serving as fiscal and administrative agent of 3.8 million dollars that has been set aside for Digital Literacy Grants for seniors across the State of Tennessee. The Grant program aims to reduce social isolation and increase access to essential services through digital literacy and inclusion for older Tennesseans. The Kingsport Senior Center received a grant of \$124,142.00 for its Equip, Educate, and Engage the 60+ with Digital Literacy and a Virtual Center project. This was a competitive grant and the Kingsport Senior Center was the only Senior Center in the region to receive the grant.

There are no matching funds required for the grant.

City staff were only notified of the grant award on June 23, 2022 and the executed grant contract was due back to West End Home Foundation no later than July 1, 2022. Based on the fact no matching funds were required and the significance of the award the grant contract was executed by the Mayor. Thus, the board is asked to approve the contract and ratify the Mayor's signature.

Attachments:

1. Resolution

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: *Am*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A GRANT CONTRACT WITH WEST END HOME FOUNDATION FOR THE RECEIPT OF A DIGITAL LITERACY GRANT, RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO CARRY OUT THE PURPOSE OF THE GRANT CONTRACT AND THIS RESOLUTION

WHEREAS, the city, through the Kingsport Senior Center, was awarded a digital literacy grant through the West End Home Foundation, in partnership with the statewide SeniorTrust Consortium, which will provide funds to support the Equip, Educate, and Engage the 60+ with Digital Literacy and a Virtual Center project; and

WHEREAS, the amount of the grant award is \$124,142.00, and the grant requires no match; and

WHEREAS, as no match was required and due to the limited window in which to submit the executed grant contract the Mayor signed the contract on June 28, 2022, which the board is now asked to ratify.

Now therefore,

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

SECTION I. That the Digital Literacy Grant through the West End Home Foundation, in partnership with the statewide SeniorTrust Consortium, which will provide funds to support the Equip, Educate, and Engage the 60+ with Digital Literacy and a Virtual Center project, in an amount of \$124,142.00, is ratified, including the execution of the grant contract by Mayor Patrick W. Shull, said grant contract being as follows:

**SeniorTrust Digital Literacy Grant Contract Between The West End Home Foundation and
The City of Kingsport for its Kingsport Senior Center**

Grant Program: SeniorTrust Digital Literacy Statewide Grant Program: Reducing Social Isolation and Increasing Access to Essential Services through Digital Literacy and Inclusion for Older Tennesseans

Amount of Grant: \$124,142.00

Description of Grant: Project work plan and budget attached

Payment Schedule: July 15, 2022: \$62,071.00

November 22, 2022: \$62,071.00

Grant Reporting: An interim report will be due no later than 30 days after the end of the first quarter. (template provided)

The final grant report will be due no later than 30 days after the end of the grant cycle. (template provided)

The following terms are agreed upon as condition for this Grant from The West End Home Foundation:

1. The Organization's tax-exempt status is still valid if you are a nonprofit 501(c)(3) organization; any changes with your Organization that could result in a change in your status shall be reported to The West End Home Foundation immediately.

2. Grant funding is to be used exclusively for the purposes for which it was approved. Any request for variation shall be promptly made to The West End Home Foundation. The Foundation reserves the right to require that this Contract be modified based upon any variation duly approved by The Foundation or to require that any part of the Grant funds not used be returned promptly to The West

End Home Foundation.

3. No part of the Grant will be used to attempt to influence legislation (within the meaning of Section 4949(d)(2) of the Internal Revenue Code).
 4. No part of the Grant will be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code).
 5. No part of the Grant will be used for the making of a grant to an individual for travel, study, or similar purposes unless the requirements of Section 4945(g) of the Internal Revenue Code are complied with if applicable.
 6. Your organization shall account for The West End Home Foundation/SeniorTrust Digital Literacy Grant funds separately on its account books, charge expenditures related to the goals and purposes of the Grant and keep and maintain records adequate to enable the use of the Grant to be readily determined. Such accounting records shall be retained for at least three (3) years following the last day of the term of the Grant and shall be available for audit by The West End Home Foundation upon reasonable request.
 7. The organization is expected to adhere to all generally accepted standards for nonprofit or public agency management, governance and service delivery. Noncompliance with legally mandated statutes and regulations may result in immediate termination of funding with the expectation that all unused funds be returned to WEHF.
 8. The Organization shall take all reasonable precautions to ensure the health and safety of agency staff, volunteers and clients. Failure to do so may result in immediate termination of funding with the expectation that all unused funds be returned to WEHF.
 9. The Organization shall comply with the reporting requirements set forth under "Grant Activity Reporting" on page 1 of this contract.
 10. The Organization shall refer to this grant as the ***West End Home Foundation/SeniorTrust Reducing Social Isolation and Increasing Access to Essential Services through Digital Literacy and Inclusion for Older Tennesseans Grant*** in any publicly provided information. It should be noted that the grant funds originated from the court cases involving the dissolution of two nursing homes in Tennessee (The State of Tennessee versus SeniorTrust/ElderTrust of Florida).
 11. WEHF may monitor and conduct a review of the operation of the Organization, including, without limitation, an onsite visit to observe the Organization's programs, discuss the programs and financial condition with the Organization's officers, employees, and volunteers, and review financial and other records and materials connected with the activities supported by the Grant.
 12. No part of this Grant may be transferred or conveyed for use by another group, association, or nonprofit or tax-exempt organization except as provided in the Project Work Plan and Project Budget.
 13. In the event of a merger, sale, dissolution or bankruptcy of the Organization, WEHF may exercise any rights or remedies available at law or in equity, including, without limitation, specific performance and all damages (including attorney's fees), and without limitation of the foregoing, may request the return of any unexpended Grant funds.
- The terms of this Grant Agreement have been approved by the governing authorities of the Organization and WEHF and are accepted as indicated below.

[Acknowledgements Deleted for Inclusion in this Resolution]

**SeniorTrust Digital Literacy Statewide Grant Kingsport Senior Center
Equip, Educate & Engage the 60+ with Digital Literacy and a Virtual Center
Project Work Plan**

The pandemic of 2020 and 2021 brought about many challenges for the Kingsport Senior Center. The most significant challenge was how to get information about essential services and social supports out to our 4500+ members in the greater Kingsport and Sullivan County area. In the beginning the Centers' staff was most concerned about pandemic information and how to get the services seniors needed to them in their homes with so many businesses' shut down.

The Center decided to create a "Virtual Senior Center". We had to shut down our facilities to our members but our staff remained and began to work diligently on this project. We began to put on multiple daily Facebook posts with vital information to our members. Posts included vital information about Covid-19, new updates from the CDC and our Regional Health Department. The staff also worked in each program area by providing at home exercise classes, cultural classes, exciting documentaries, cooking classes, zoom classes and information, facetime seminars, various essential services information, ordering online groceries, how to use grubhub and other food delivery services, how to get your prescriptions delivered, and many, many more. A YouTube Channel was also created to house video classes, events, and information. We also utilized our website, email, and created phone buddies in order to distribute information and response from our members. The Center had

great results in our efforts and began to realize that even when we opened our seniors needed this type of interaction. Once we began to open it came to our attention that the social isolation that the pandemic brought about was much greater than any of us anticipated. In discussions with the Sullivan County Regional Health Director Gary Mayes he relayed that they were seeing various health problems in seniors related to the isolation. The staff began to see seniors coming in with additional health concerns especially mobility and cognitive issues. We realized we just weren't reaching all of our members or local seniors with our "Virtual Center". In conversations with those individuals a general theme resulted. Digital Literacy! Many didn't have a device or didn't know how to use the device they had and most all needed one on one training in order to utilize their device.

According to The Washington Post article 'Calming computer jitters: Help for the elderly who aren't tech-savvy' by Judith Graham, Judith states "A survey from AARP, conducted in September and October, highlights the quandary. It found that older adults boosted technology purchases during the pandemic but more than half (54 percent) said they needed a better grasp of the devices they had acquired. Nearly 4 in 10 (37 percent) admitted they weren't confident about using these technologies". This project will help us meet that need along with providing the information needed once the senior grasps the use of the device. East Tennessee State University working under a Federal Grant is identifying the needs of digital literacy to help defeat food insecurity and loneliness among congregate meal participants in Northeast Tennessee. The University has been conducting peer meetings with Senior Center Directors and surveying their members as part of the grant. By offering the Kingsport Senior Center a support letter and partnership they have committed to sharing this information with us to use in this project. Their grant has been underway and they are finishing up the results. This will help us greatly with the needs assessment in our area.

In preparing to address internet safety and cyber security the Center has formed a partnership with Northeast State Community College, the Kingsport Public Library, and the UT Extension, Sullivan County for internet connectivity classes as well as cyber security education. These partnerships will provide intergenerational mentoring and instruction to all those that receive one of the senior appropriate devices as well as those that currently have devices but do not know how to use them or are afraid to use them. In this way we plan on reaching many more in our community than just the seniors that are getting devices with this grant. As several of the isolated seniors in our community would not leave their home for these classes and mentoring, our plan is to come to them. The Center will employ Whitney Sensabaugh a Northeast State Technical graduate to work one on one with individuals in their home getting the senior set up on the internet, learning the device, and placing an emphasis on cyber security. Whitney has taught classes and worked one on one with the Senior Center in the past and the seniors love her and have learned a great deal from her. Whitney offers diversity to our grant and will be a huge asset in getting devices and connectivity to underserved seniors in our area. Whitney will be using mobile hotspots that we have requested in our budget to help aid in this part of our program.

Our target population for this grant is those seniors 60 and older that are isolated due to not having a device or internet connection to access social supports and essential services throughout the greater Kingsport Area. If the senior meets 100% of the 2022 Federal Poverty level they would be qualified to receive a google chrome book or iPad mini free of cost, all instruction, one on one in home instruction, help with connectivity whether it be a mobile hot spot until internet could be purchased or help in purchasing a low cost internet service. The senior would need to live in the greater Kingsport Area of Sullivan County to be eligible for the device and in home service. The instruction at the Senior Center would be open to all seniors age 60 and older in Sullivan County and the surrounding Counties of Washington and Hawkins. All Tennesseans are the benefactor of a growing "Virtual Senior Center" offered in various social media produced by the Kingsport Senior Center.

The project strategies for this grant are to meet seniors where they live, provide devices and internet connectivity, provide technical support and cyber security, and to offer each senior a "Virtual Senior Center" at their fingertips. By offering in home support, college classes with intergenerational mentors, the correct devices for seniors, partnerships that are invested in the results, and an ever growing "Virtual Center" that provides not only the most essential services information but social supports that meet a wide variety of interests our strategies will be successful.

The overall wellbeing of older Tennesseans through digital literacy, increased social supports, access to essential services, access to enabled devices, quality technical support and cyber security can and will be achieved through this grant. The Kingsport Senior Center's project will meet all of these outcomes within the year of the grant. The additional benefit of choosing the Kingsport Senior Center will be the ongoing "Virtual Center" that will protect and enhance those efforts, costs, and the results for generations to come.

Income Amount **\$132,142.00**

| Quantity | Cost per item | Total Cost |
|----------|---------------|------------|
|----------|---------------|------------|

| | | | |
|---|-----|-------------|-------------|
| Chromebooks | 100 | \$200.00 | \$20,000.00 |
| Ipad PROs with cellular | 5 | \$2,130.00 | \$10,650.00 |
| Ipad minis | 20 | \$160.00 | \$3,200.00 |
| Mobile Hotspots | 6 | \$500.00 | \$3,000.00 |
| Interactive/Collaborative Mobile Displays | 3 | \$10,629.00 | \$31,887.00 |
| Smart TV's with webcams | 7 | \$800.00 | \$5,600.00 |
| Enhanced Charter Internet at KSC | 1 | \$3,300.00 | \$3,300.00 |
| Charter Internet for Seniors Homes | 5 | \$600.00 | \$3,000.00 |
| Zoom Business Account | 1 | \$2,599.00 | \$2,599.00 |
| Instructor Whitney Sensabaugh (in home) | 400 | \$25.00 | \$10,000.00 |
| NorthEast State Technical Community College | 1 | \$10,656.00 | \$10,656.00 |
| Marketing Expense | 1 | \$4,000.00 | \$4,000.00 |
| Staff Liason | 1 | \$16,250.00 | \$16,250.00 |
| Office Support (In Kind) | 1 | \$5,000.00 | \$5,000.00 |
| In Kind - Food & Refreshments | 1 | \$3,000.00 | \$3,000.00 |

Total

\$132,142.00

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive a Digital Literacy Grant through the West End Home Foundation, in partnership with the statewide SeniorTrust Consortium, which will provide funds to support the Equip, Educate, and Engage the 60+ with Digital Literacy and a Virtual Center project which requires no match, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution

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

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Combine the Carousel Division Part-Time Position and the Cultural Arts Division Part-Time Position to one Full-time Position

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

Action Form No.: AF-218-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Kristie Leonard
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

The Cultural Arts, Farmers Market Building, Farmers Market Programming, and Carousel Divisions along with the Special Events function have been combined under one management structure reporting to a Special Events and Cultural Arts Manager.

Due to the competitive job market and difficulty attracting and retaining talented employees the Manager is recommending that the Carousel Part-Time Secretary and the Cultural Arts Part-Time Secretary be combined to one Full-Time Secretary position servicing all related divisions.

The net effect on personnel expenditures will be neutral.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jmm*

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

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

RESOLUTION NO. _____

A RESOLUTION COMBINING TWO PART TIME POSITIONS
INTO ONE FULL TIME POSITION FOR KINGSPORT LEISURE
SERVICES

WHEREAS, the city's Leisure Services Department would like to combine two part time staff positions into one full time secretary position; and

WHEREAS, several programs and functions have been centralized under one manager and the combination of two part time secretarial positions into one position will further improve efficiencies within Leisure Services.

Now therefore,

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

SECTION I. That the combination of the two part time staff positions into one full time secretary position is approved.

SECTION II. That the city manager is authorized to hire one full time secretary position in place of the two part time positions.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Approve an Agreement Between the Bays Mountain Park Association and the City of Kingsport for Event Registration and Ticket Sales Through CivicRec

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

Action Form No.: AF-219-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Michael Borders
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

In March of 2022 the Leisure Services Department began the implementation of CivicRec which provides features we previously did not have the ability to offer. During this implementation it was determined the most customer friendly and beneficial decision for the park was to restructure many Association performed functions under the purview of the Bays Mountain Park Commission and city staff to streamline and eliminate duplications.

The Association is currently in the process of planning Association specific events. To present an easy to understand and use package to park users the Association, Commission, and city staff agree that utilizing the CivicRec platform for Association registrations and special events is the best interest of the customer.

This proposal will incur de minimis staff time to process payments to the Association. The City would absorb credit card processing fees associated with the use of the platform which we estimate would not exceed \$300.00 annually.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *cm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE BAYS MOUNTAIN PARK ASSOCIATION AND THE CITY FOR EVENT REGISTRATION AND TICKET SALES TO BE CONDUCTED THROUGH CIVICREC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in March, 2022, the Leisure Services Department began the implementation of CivicRec software which provides point of sale features not previously available to the City through prior software; and

WHEREAS, and during the implementation of CivicRec staff determined that park operations and special events could be operated in a more efficient and customer focused manner if many Bays Mountain Park Association performed functions were transitioned to the Bays Mountain Park Commission and city staff; and

WHEREAS, the citizens, the city, as well as the Bays Mountain Park Association would further benefit from utilizing the CivicRec point of sale features for events and functions hosted by the Bays Mountain Park Association which will provide a familiar and consistent platform for citizens attending events at Bays Mountain Park, regardless of the host organization; and

WHEREAS, city staff will operate the CivicRec software point of sale functions for Bays Mountain Park Association events and functions; and

WHEREAS, the city would absorb credit card processing fees associated with the use of the platform which we estimate would not exceed \$300 annually

Now therefore,

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

SECTION I. That an agreement between the Bays Mountain Park Association and the city for the use of CivicRec, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement between the Bays Mountain Park Association and the city for event registration and ticket sales to be conducted through CivicRec to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Sign an Agreement with the Kingsport Tribe Youth Football and Cheer for the use of Facilities and to Approve a One Time Appropriation

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

Action Form No.: AF-217-2022
 Work Session: July 18, 2022
 First Reading: N/A

Final Adoption: July 19, 2022
 Staff Work By: Michael Borders
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Historically, there have been two competitive regional travel teams utilizing City of Kingsport facilities, the Lynxs (Lynn View Pee Wee Football) and the Kingsport Raiders (Bloomington Optimists). The fall competitive regional travel components of both organizations have worked with the City of Kingsport and Kingsport City Schools to form Kingsport Tribe Youth Football and Cheer (TYFC). The new organization has representation from Dobyns Bennett Football coaching staff as a voting member of the organization and the City of Kingsport in an advisory capacity. TYFC will serve as the competitive regional travel football and cheer organization for the Tribe Sports initiative.

TYFC and staff desire to enter into an agreement for a term of 12 months with the option to renew for an additional 12 months for the use of the football field and field house at the property located at 2533 N. John B Dennis Hwy as well as the use of J. Fred Johnson. The proposed agreement creates a framework pursuant to which parties engage in good faith efforts to advance the Tribe Sports initiatives, collaborate on promotion and marketing, conduct coach's clinics, skills camps, and staff assistance.

The agreement also includes a one-time appropriation of \$20,000 to start the program.

This proposed partnership continues our efforts to build a high quality and robust youth football and cheer opportunities for the citizens of Kingsport.

Funding is identified in NC2100

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FACILITIES USE AGREEMENT
WITH KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, a new organization, the Kingsport Tribe Youth Football and Cheer (TYFC) will serve as the competitive regional travel football and cheer organization for the Tribe Sports initiative; and

WHEREAS, the TYFC and staff desire to enter into an agreement for a term of 12 months with the option to renew for an additional 12 months for the use of the football field and field house at the property located at 2533 N. John B Dennis Hwy as well as the use of J. Fred Johnson stadium; and

WHEREAS, the agreement includes a one-time appropriation of \$20,000.00 to start the program and funding is identified in NC2100.

Now therefore,

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

SECTION I. That a Facilities Use Agreement with Kingsport Tribe Youth Football and Cheer (TYFC) for the use of the football field and field house at the property located at 2533 N. John B Dennis Hwy as well as the use of J. Fred Johnson stadium, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Facilities Use Agreement with Kingsport Tribe Youth Football and Cheer (TYFC) for the use of the football field and field house at the property located at 2533 N. John B Dennis Hwy as well as the use of J. Fred Johnson-, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND

KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER

THIS AGREEMENT effective as of this _____ day of _____, 2022 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER, (KTYFC), hereinafter called "KTYFC".

WITNESSETH

WHEREAS, CITY does not provide a competitive regional travel youth football and cheer SPORTS program for the citizens of KINGSPORT; and

WHEREAS, KTYFC is a non-profit organization organized to provide a competitive regional travel youth football and cheer program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football; and

WHEREAS, KTYFC is a newly formed non-profit organization for the benefit of Kingsport's Citizens; and

WHEREAS, CITY and KTYFC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of athletic amenities located at 2533 J B Dennis Bypass, and hereafter referred to as the "Facilities"; and

WHEREAS, KTYFC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by KTYFC and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the agreement, with or without cause, giving sixty (60) days written notice to the other party.

II. Option to Renew

This Agreement will automatically be renewed for an additional twelve month (12) term unless otherwise terminated.

III. Use of Facilities

1. KTYFC will be the primary competitive regional travel youth football and cheer provider for CITY during the period of July 19, 2022 to July 18, 2023. KTYFC shall have the primary right to use CITY's Athletics Facilities at 2533 J B Dennis Bypass furthered described as the North Campus football field and field house , as assigned by CITY, during KTYFC regular fall recreational seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees. At any time the facilities are not being used by KTYFC, CITY may use the facilities for any other purpose.

Special Note: The KTYFC agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall prevent the CITY from the utilizing CITY owned or operates facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility.

2. KTYFC shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

3. KTYFC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

4. KTYFC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. KTYFC shall use appropriate judgment in insuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by KTYFC and all KTYFC sponsored activities related to the use of such Facilities.

6. If KTYFC should desire to use CITY facilities for additional special events or programs, KTYFC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.

IV. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at North Campus.
 - a. Perform general maintenance and repairs to the facilities.
 - b. Work with KTYFC on maintenance items that could improve operations.
 - c. Provide KTYFC with contact information for after-hour and everyday needs.
 - d. Determine all rental fees and rules for usage of facility.
 - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
 - f. Provide instructions and access for North Field lights at the football stadium for use during extended hours of need.
 - g. Establish policy for field lighting usage.
 - h. Provide for insurance on buildings.
 - i. Perform field maintenance and line fields as needed.
 - j. Continue to pay the utilities for the 2022 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and KTYFC.
2. Reserve the right to utilize the Facilities when KTYFC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.
3. Assist KTYFC with distribution of information and refer interested parties to KTYFC when necessary.
4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its

obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to KTYFC for any monetary damages.

5. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of KTYFC as it relates to the Tribe Sports initiative.

6. Work in good faith with KTYFC to schedule league games at J. Fred Johnson Stadium for no rental or utility cost. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

7. Provide an initial one-time lump sum amount of \$20,000 for initial support of the purchase of equipment and other ancillary costs after the first execution of this agreement.

V. Obligations of KTYFC

KTYFC shall:

1. Provide the following information within 30 days of the effective date of this agreement:

a. Current by-laws for organization.

b. Proposed budget for upcoming year.

c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.

d. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.

e. List of designated personnel who have facility keys & access.

f. Proposed Annual calendar including all events

2. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.

3. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:

a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.

b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.

c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.

4. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:

a. Fainting or Seizures;

b. Unexplained shortness of breath;

c. Chest Pains;

d. Dizziness;

e. Racing Heart; and

f. Extreme Fatigue

CITY of Kingsport has developed policies and procedures to insure compliance.

5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services. All fees must be approved by CITY on a yearly basis.

6. Provide reasonable opportunities and methods to include indigent participants.

7. Perform background checks on all coaches who are in a leadership role and are left alone with children. CITY will provide KTYFC with the background service that it uses for Athletic programs, however the funds to pay for this service must be provided by the KTYFC.

8. At no expense to CITY, perform the following necessary maintenance and repair:

a. All Football equipment;

b. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;

c. Monitor and clean restroom facility and stock the restroom facilities supplies;

d. Adhere to City rules that pertain to field usage and provide input on overuse.

9. Furnish to the CITY a calendar of events within 30 days of the effective date of this agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the CITY within 30 days of the change.

10. Notify CITY's Risk Management Department ((423) 229-9464) within 24 hours of any accident or injury which occurs at facility.

11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to CITY within 10 days of KTYFC's discovery of the problem.
13. . Comply with any pouring or exclusivity rights the City has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
14. Maintain a minimum of 75% city residents and Kingsport City School (KCS) students as registered participants. Verification of residency percentages shall be made annually to CITY in the form of addresses. CITY and KTYFC will utilize annual data to determine future percentage goals. If this percentage is not met KTYFC must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season KTYFC will be assessed \$50 fee per child over 25% non-resident or KCS student.
15. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the facilities as necessary.
20. Conduct only KTYFC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by KTYFC members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to KTYFC equipment located at the facility.
22. Work in good faith with the CITY and KCS:
 - a. To address concerns of CITY and or Kingsport City Schools as to the oversight, operation and performance of the league;
 - b. To coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
 - c. Implement feedback from Dobyns-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyns-Bennett.
23. Work in good faith with the City of Kingsport to promote the Tribe Sports initiative and provide and relevant data, resources, and support.
24. Shall have the Dobyns-Bennett Football head coach or designee as a voting member of the KTYFC board. KTYFC shall not change their bylaws to remove this position from their Board.
25. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other KTYFC business.
26. Shall reimburse the CITY for any costs related to facility cleanliness if not done by KTYFC in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

VI. Assignment and Exclusivity

This Agreement is a privilege for the benefit of KTYFC only and may not be assigned in whole or part by KTYFC to any other person or entity. Both parties understand that KTYFC use of the facility is nonexclusive.

VII. Insurance and Indemnification

KTYFC shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering KTYFC program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for the all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. KTYFC shall provide the CITY with certificate(s) of insurance upon execution of this agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them. KTYFC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of KTYFC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of KTYFC as set forth in this Agreement.

VIII. Miscellaneous Provisions

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of KTYFC and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Accept an In-Kind Donation of Services from Enviro-Goat LLC and Authorizing the Mayor to Execute an Amendment to the Current Agreement for the Same

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

Action Form No.: AF-225-2022
Work Session: July 18, 2022
First Reading: N/A

Final Adoption: July 19, 2022
Staff Work By: John Rose
Presentation By: Rose/McCartt

Recommendation:

Approve the resolution.

Executive Summary:

Enviro-Goat LLC desires to make an in-kind donation of services to the city by providing goats to clear vegetation from Cement Hill at no charge. Staff recommends the board accept this in-kind donation and authorize the Mayor to execute an amendment to the current agreement.

In September, 2021 the city entered into a contract for services with Enviro-Goat, LLC which provided goats to clear vegetation from Cement Hill. The contract is set to expire on September 23, 2021. Enviro-Goat has offered to extend the contract for one year and will provide this service free of charge as an in-kind donation of services to the City. Since the current agreement is in effect until September an amendment is necessary to reflect the service will be provided as an in-kind donation of services.

This service will benefit the public by keeping Cement Hill free from excessive and unruly vegetation all at no cost to the city.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *JW*

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

| | Y | N | O |
|------------|---|---|---|
| Cooper | — | — | — |
| Duncan | — | — | — |
| George | — | — | — |
| Montgomery | — | — | — |
| Ottermann | — | — | — |
| Phillips | — | — | — |
| Shull | — | — | — |

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AN IN-KIND DONATION OF SERVICES FROM ENVIRO-GOAT, LLC AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT FOR THE SAME

WHEREAS, currently the city contracts with Enviro-Goat, LLC to provide goats which keep Cement Hill free from excessive and unruly vegetation; and

WHEREAS, Enviro-Goat, LLC, has offered to provide this service over the next year at no charge as an in-kind donation of services; and

WHEREAS, the service will benefit the public as Cement Hill will be kept free from excessive and unruly vegetation which will improve its aesthetics and prepare the area for future development.

Now therefore,

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

SECTION I. That the board accepts the in-kind donation of services from Enviro-Goat, LLC in the form of goats which keep Cement Hill free from excessive and unruly vegetation.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Enviro-Goat, LLC memorializing the donation of services and all other documents necessary and proper, and to take such acts as necessary, to deliver the amendment and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the amendment and this resolution.

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

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

ADOPTED this the 19th day of July, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY