AGENDA

BOARD OF MAYOR AND ALDERMEN
WORK SESSION

Monday, October 17, 2016, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George
Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

Leadership Team

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Kingsport Convention and Visitors Bureau (KCVB) – Jud Teague
4. ONEKingsport Summit Advisory Commission – Jane Henry
5. Public Relations – Heather Cook
6. Projects Status – Jeff Fleming
7. Review of Items on October 18, 2016 Business Meeting Agenda
8. Adjourn

Next Work Session, October 31, 2016: Healthy Kingsport, Keep Kingsport Beautiful and Projects Status.

Citizens wishing to comment on agenda items please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Shockcrete has been applied to approximately 550' of the tunnel. Pumps are being assembled. Installation to begin 10/17.
$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State &MTPO funded]	No City Funds	12/31/2020	TDOT correspondence 8/15/2016 states that the contract was fully returned 5/16/2016. Funds were obligated for NEPA (Environmental Review) on 5/10/2016.
$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	12/20/2017	Contract to begin on Sept. 26th, 2016.
$3,900,000.00	Chad Austin	Hank Clabaugh	Border Regions Areas 1, 2 & 3 - Water	TBD	2/17/2017	
$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary plans revieved 9/2/16. Staff has reviewed and commented. Meetings with affected property owners are underway.
$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	Crews on Beechwood, Foothills, and Buchelew.
$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/ WA1502	12/10/2016	Meadow Lane Construction to begin Oct 17. Plan on bringing in 3rd Crew.
$2,500,000.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	The design is ready for final review. The City continues to aquire easements.
$2,400,000.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	6/15/2017	Bids opened 10/11. Awaiting word on final funding availability. Reviewing in-kind donation pledges with apparent low bidder, Armstrong Construction
$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Post Oak area tied in. Ready to test Melrose Lane. Finishing Galloway Rd. Working on Ridgeway Road.
$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Scoping meeting held 9/7/2016. Expect scope and fee by 9/23/16.
$1,123,727.93	Chad Austin	Pamela Gilmer	Ft. Henry and Moreland Dr. Sewer Rehabilitation	SW1401	12/24/2016	13 lines left to rehab on Moreland Drive and all manholes.
$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Fully executed contract received 9/27/2016. Budget ordinance expected in October BMA meeting.
$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Preliminary plans for internal review submitted 9/28/2016.
$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Portland Utility to begin construction on October 10, 2016. Will be starting on MLK Wheatley St. area first.

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Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Survey & Design underway.
$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	11/1/2016	Contractor is constructing work on concrete path near the intersection of Big Elm and Netherland Inn Road.
$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	11/1/2016	The contractor continues work on each portion of the project - concrete path along Big Elm Road and Netherland Inn Road and parking lot near Rotherwood.
$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Legal path forward to rebid project has been established. Expect rebidding after additional services required for rebid are determined.
$550,000.00	Michael Thompson	Grieb, Jacob	Enterprise Place Roadway Improvements	GP1611	12/31/2016	Will release to bid next week.
$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	9/30/2019	ROW is certified. Finalizing Utility coordination / certification prior to NTP with construction.
$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Preliminary design plans sent to TDOT for review.
$152,293.29	Chad Austin	Hank Clabaugh	Cliffside Dr Force Main Replacement	TBD	12/31/2016	The City has recommended awarding the pipebursting contract to Portland Utilities.
$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	12/31/2016	Agreement has been signed by Bloomingdale Utility District. They are going to contract with American Environmental for the work
$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatment Plant	SW1607	11/23/2016	Foundation and slab work continues.
$90,000.00	Chad Austin	Hank Clabaugh	Kingsport South Annexation - Water	TBD	4/3/2017	Plans have been designed. To be bid in October.
$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2016	Property acquisition documents are being finalized.
$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	11/30/2016	Construction continues on boathouse. Awaiting new barge to begin dock work.
$48,967.00	Kitty Frazier	Mason, David	Domtar Park Storage Building	GP1542	1/7/2017	Building released for fabrication.
$15,000.00	Chad Austin	Harvey Page	Centennial Park sewer line replacement - Main St.	Operations	10/28/2016	Under construction Under Construction
		Mason, David	Water/Wastewater/Stormwater Office	SW1606/ WA1602	7/1/2017	Second reading for funding 10/18.
		Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	Negotiating design agreement with BWSC

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	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	12/29/2017	The final alignment is almost complete. The City has began to aquire easements.
	Chad Austin/Steve Robbins	David Edwards	Site Improvements - Konnarock Water Services Center			Bid advertisement sement
	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	3/31/2017	Advertises 10/9. Bid Opening 11/3.
	Chris McCartt	Mason, David	New KATS Transit Center		12/31/2017	In design.
	Morris Baker	Mason, David	Library Children's Area	GP1400	12/31/2017	Design documents received. Under review.
	Morris Baker	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Executing design agreement with Spoden & Wilson

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, October 18, 2016, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George
Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Carl Strickler (retired minister who served Baptist churches)

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Nancy Fender – Supervisor of the Year (Alderman Parham)
2. Christy Swiney & Cathy Matt – ENP Certification (Alderman Olterman

V. APPROVAL OF MINUTES

1. Work Session – October 3, 2016
2. Business Meeting – October 4, 2016

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. Appropriate the Best Buy Foundation Community Grant Funds for the Library (AF: 263-2016) (Morris Baker)
   - Ordinance – First Reading

2. Appropriate the Tennessee State Library and Archives Construction Grant Funds for the Library (AF: 258-2016) (Morris Baker)
   - Ordinance – First Reading

3. Appropriate $20,800.00 from the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO) (AF: 275-2016) (David Quillin)
   - Ordinance – First Reading

4. Budget Ordinance to Transfer Funds to Wilcox Drive Sidewalk Phase 5 Improvements (AF: 276-2016) (Ryan McReynolds)
   - Ordinance – First Reading

5. Amend the FY 2017 General Project Fund Budget (AF: 269-2016) (David Frye)
   - Ordinance – First Reading

6. Enter into a Contractual Agreement, TDOT Project No: 825307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses to Build Transit Center (AF: 265-2016) (Chris McCartt)
   - Ordinance – First Reading
   - Resolution

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Accept Funds Received from Sullivan County to Assist with Purchasing a Fire Truck and Appropriate the Funds (AF: 251-2016) (Craig Dye)
   - Ordinance – Second Reading and Final Adoption

2. Award Contract and Budget Ordinance to Transfer Funds for the Konnarock Rd Water/Sewer Office Project (AF: 254-2016) (Ryan McReynolds, Chad Austin)
    - Ordinance - Second Reading and Final Adoption

3. Appropriate $22,193.00 from the USDOJ / Bureau of Justice Assistance Grant FY 2016 Local Solicitation (AF: 256-2016) (David Quillin)
    - Ordinance – Second Reading and Final Adoption

4. Fund Stormwater Improvements on Belvedere Street with Unused CIP Funds (AF: 250-2016) (Ryan McReynolds)
    - Ordinance – Second Reading and Final Adoption

5. Appropriate Funding for a Section 5339 (b) Grant Application (AF: 257-2016) (Chris McCartt)
    - Ordinance – Second Reading and Final Adoption

6. Appropriate Federal Funds for A&E Services for KATS Transit Center Project (AF: 168-2016) (Chris McCartt)
    - Ordinance – Second Reading and Final Adoption
    - Resolution

D. <u>OTHER BUSINESS</u>

1. Contract between Environmental Systems Research Institute and City of Kingsport, TN for GIS Software (AF: 262-2016) (Jake White)
    - Resolution

2. Awarding the Bid for the Purchase of Two (2) Agricultural Tractors with Mower Attachments (AF: 267-2016) (Chris McCartt, Ryan McReynolds, Steve Hightower)
    - Resolution

3. Awarding the Bid for the Purchase of One (1) Fire Pumper Apparatus Refurbishment to Mid-South Emergency Equipment, Inc. (AF: 271-2016) (Craig Dye, Chris McCartt, Steve Hightower)
    - Resolution

4. Enter into a Contractual Agreement, TDOT Project No: 825307-S3-002 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 264-2016) (Chris McCartt)
    - Resolution

5. Authorization to Purchase Furnishings for D-B Excel (AF: 277-2016) (David Frye, Shanna Hensley)
    - Resolution

6. Apply for and Receive a Grant for up to $15,000 from the Office of Criminal Justice Programs of the State of Tennessee-FY 17 Local Law Enforcement Equipment Program (AF: 273-2016) (David Quillin)
    - Resolution

7. Authorizing the City of Kingsport to Participate in the TML Risk Management Pool "Driver Safety" Matching Grant Program (AF: 260-2016) (Mike Billingsley)
    - Resolution

8. Amend Agreement with Cartegraph Systems, Inc. (AF:274-2016) (Ryan McReynolds)
    - Resolution

9. Authorization to Purchase Equipment for School Nutrition (AF: 270-2016) (Jennifer Walker)
    - Resolution

10. Approve List of Projects to be Continued Under the ONEKingsport Effort (AF: 268-2016) (Jane Henry, SAC Chair, Lynn Tully)
    - List

E. <u>APPOINTMENTS</u>
None

VII. CONSENT AGENDA

1. Acquisition of Property for Colonial Heights Sanitary Sewer Pump Station (AF: 266-2016) (Ryan McReynolds)
    - Resolution

2. Execute a Signature Authority Form Allowing the Chief of Police or Designee to Complete Grant Reports (AF: 272-2016) (David Quillin)
    - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, October 3, 2016, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen
Mayor John Clark
Vice-Mayor Mike McIntire
Alderman Darrell Duncan
Alderman Colette George
Alderman Tommy Olterman *(left early at 5:05 p.m.)*
Alderman Tom C. Parham

City Administration
Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.

2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Michele Mitchell

3. **KINGSPORT OFFICE OF SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP (KOSBE).** Ms. Aundrea Wilcox gave an update on this organization to the board and answered questions.

4. **SENIOR FACILITIES UPDATE.** Shirley Buchanan, Senior Center Director, presented this item and answered questions from the board members.

5. **SBK ANIMAL SHELTER.** Alderman Parham gave a presentation on the progress the shelter has made since its creation a few years ago. He asked other board members for their support. There was some discussion.

6. **SALES TAX, WELLNESS CLINIC, SAFETY AND PROJECTS STATUS.** City Manager Fleming provided details on these issues.

7. **REVIEW OF AGENDA ITEMS ON THE OCTOBER 4, 2016 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.B.2 Award Contract and Budget Ordinance to Transfer Funds for the Konnarock Road Water/Sewer Office Project (AF: 254-2016). City Manager Fleming explained the renovation of this facility. Assistant City Manager for Operations Ryan McReynolds provided further details.

VI.B.6 Appropriate Federal Funds for A&E Services for KATS Transit Center Project (AF: 168-2016). City Manager Fleming summarized the scope of this project.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, October 3, 2016

VI.D.2 Signal Maintenance Agreement with the Tennessee Department of Transportation (TDOT) for Modifications to Existing Traffic Signals (AF: 255-2016). City Manager Fleming provided details on this item, noting that safety would be improved and pointing out this project was fully funded by TDOT.

VI.D.3 Amendment No. One (Contract Time Extension) with the Tennessee Department of Transportation (TDOT) for the Greenbelt Pedestrian Bridge at Rotherwood (AF: 261-2016). Assistant City Manager McReynolds stated that although the extension was for one year, it wouldn't actually take that long to complete, noting the project would hopefully be finished by Thanksgiving. He stated it was to allow enough time to get the reimbursement from the state.

At this time, citizens addressed the board regarding the issue of homelessness in Kingsport.

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

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, October 4, 2016, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen
- Mayor John Clark, Presiding
- Vice Mayor Mike McIntire
- Alderman Darrell Duncan
- Alderman Colette George
- Alderman Tommy Olterman

City Administration
- Jeff Fleming, City Manager
- J. Michael Billingsley, City Attorney
- James Demming, City Recorder/Chief Financial Officer

I. CALL TO ORDER: 7:00 p.m., by Mayor John Clark.

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: Jeff Mason.

II.B. INVOCATION: Pastor Sam Ward, Mountain View United Methodist Church.

III. ROLL CALL: By City Recorder Demming. Absent: Alderman Michele Mitchell and Alderman Tom C. Parham.

IV. RECOGNITIONS AND PRESENTATIONS.
1. Fire Department Accreditation Team (Alderman George).
2. Keep Kingsport Beautiful Beautification Awards (Alderman Duncan).
3. National Safe Communities Day (Mayor Clark).

V. APPROVAL OF MINUTES.

Motion/Second: McIntire/Duncan, to approve minutes for the following meetings:
- A. September 19, 2016 Regular Work Session
- B. September 20, 2016 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

PUBLIC COMMENT. Mayor Clark 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.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, October 4, 2016

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Accept Funds Received from Sullivan County to Assist with Purchasing a Fire Truck and Appropriate the Funds (AF: 251-2016) (Craig Dye).

Motion/Second: McIntire/George, to pass:
AN ORDINANCE TO AMEND THE FLEET FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM SULLIVAN COUNTY TO ASSIST IN PURCHASING A FIRE TRUCK FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

2. Award Contract and Budget Ordinance to Transfer Funds for the Konnarock Road Water/Sewer Office Project (AF: 254-2016) (Ryan McReynolds, Chad Austin).

Motion/Second: Duncan/McIntire, to pass:
AN ORDINANCE TO AMEND THE WATER, SEWER AND STORM WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS FOR THE FACILITIES IMPROVEMENTS PROJECTS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

Motion/Second: McIntire/Olterman, to pass:
Resolution No. 2017-060, A RESOLUTION AWARDING BID FOR THE KONNAROCK ROAD WATER/SEWER OFFICE PROJECT TO BEURIS CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed: All present voting "aye."

3. Appropriate $22,193.00 from the USDOJ/Bureau of Justice Assistance Grant FY16 Local Solicitation (AF: 256-2016) (David Quillin).

Motion/Second: George/McIntire, to pass:
AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE USDOJ/BUREAU OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

4. Fund Stormwater Improvements on Belvedere Street with Unused CIP Funds (AF: 250-2016) (Ryan McReynolds).

Motion/Second: Duncan/Olterman, to pass:
AN ORDINANCE TO AMEND THE STORM WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE BELVEDERE DRAINAGE IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

5. Appropriate Funding for a Section 5339 (b) Grant Application (AF: 257-2016) (Chris McCartt).

Motion/Second: McIntire/Olterman, to pass:
AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

6. Appropriate Federal Funds for A&E Services for KATS Transit Center Project (AF: 168-2016) (Chris McCartt).

Motion/Second: McIntire/Duncan, to pass:
AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT FUND BUDGET BY APPROPRIATING GRANT FUNDS TO THE TRANSIT CENTER PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Annex/Adopt Plan of Service for the 4308 Grey Fox Drive Annexation and Amend Zoning (AF: 224-2016) (Jessica Harmon).

Motion/Second: McIntire/Duncan, to pass:
ORDINANCE NO. 6607, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON GREY FOX DRIVE FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT TO CITY R-1B, SINGLE FAMILY RESIDNETIAL DISTRICT IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on second reading in a roll call vote: Clark, Duncan, McIntire and Olterman voting "aye" with George "abstaining."

2. Amend the Senior Advisory Council Funds/Senior Trips (AF: 242-2016) (Shirley Buchanan).

Motion/Second: Olterman/George, to pass:
ORDINANCE NO. 6608, AN ORDINANCE TO AMEND THE SENIOR CITIZENS ADVISORY FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM SENOR CITIZENS THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on second reading in a roll call vote: Clark, Duncan, George, McIntire and Olterman voting "aye."

3. Appropriate $6,633 from the USDOJ/Office of Justice Programs Bulletproof Vest Partnership Funding (AF: 247-2016) (David Quillin).

Motion/Second: George/Duncan, to pass:
ORDINANCE NO. 6609, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on second reading in a roll call vote: Clark, Duncan, George, McIntire and Olterman voting "aye."

4. Amend the FY17 General Purpose School Fund Budget (AF: 248-2016) (David Frye).

Motion/Second: McIntire/George, to pass:
ORDINANCE NO. 6610, AN ORDINANCE TO AMEND THE FY 2016-17 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on second reading in a roll call vote: Clark, Duncan, George, McIntire and Olterman voting "aye."

D. OTHER BUSINESS.

1. Agreement with Spoden & Wilson for Design Services Related to Repairs at Bays Mountain Dam (AF: 253-2016) (Morris Baker).

Motion/Second: Olterman/McIntire, to pass:
Resolution No. 2017-061, A RESOLUTION APPROVING AN AGREEMENT WITH SPODEN & WILSON CONSULTING ENGINEERS FOR DESIGN SERVICES AT THE BAYS MOUNTAIN DAM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed: All present voting "aye."

2. Signal Maintenance Agreement with the Tennessee Department of Transportation (TDOT) for Modifications to Existing Traffic Signals (AF: 255-2016) (Ryan McReynolds)

Motion/Second: McIntire/Duncan, to pass:
Resolution No. 2017-062, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MODIFICATIONS TO EXISTING TRAFFIC SIGNALS 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. Amendment No. One (Contract Time Extension) with the Tennessee Department of Transportation (TDOT) for the Greenbelt Pedestrian Bridge at Rotherwood (AF: 261-2016) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:
Resolution No. 2017-063, A RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE GREENBELT PEDESTRIAN BRIDGE PROJECT AT ROTHERWOOD AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT
Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. None.

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

Motion/Second: George/Olterman, to adopt:

~~**1. Acquisition of Property for Stormwater Management** (AF: 252-2016) (Ryan McReynolds).~~

This agenda item was withdrawn.

2. Approval of Additional Easements and Rights-of-Way (AF: 259-2016) (Ryan McReynolds).

Pass:
APPROVAL OF ADDITIONAL EASEMENTS AND RIGHTS-OF-WAY
Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming had Assistant City Manager for Operations Ryan McReynolds provide an update to the public regarding leaf pickup.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan stated his tie was signed by Homeland Church. He also pointed out the State of Affairs and Sip 'N' Stroll would be later this week. Alderman Olterman noted he attended the ONEKingsport committee meeting last Friday and met the members, stating he looks forward to what they will bring to the BMA. Alderman George stated ONEKingsport has meeting on Monday that is open to the public. She also mentioned this is the last weekend for the Theatre Guild's presentation of The Lion, the Witch and the Wardrobe, noting other upcoming auditions for those who are interested. Vice-Mayor McIntire congratulated the beautification award winners. He also congratulated the DB Chorus for being invited to sing at Carnegie Hall in the spring. The Vice-Mayor recognized the Senior Center for being accredited. He also commented on the recent retirement of two long-time employees at Bays Mountain, noting they will be missed. Mayor Clark commented on an article in the paper depicting the positive financial position of the city. He also commented on the ONEKingsport summit advisory committee and their goals. The mayor stated he attended the neighborhood circle dedication for Private First Class Jones who served in Vietnam.

C. VISITORS. Mr. Rob Ferguson made comments on behalf of the Lynn Garden Community and their concerns with the updates needed at their facility.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:55 p.m.

ANGELA MARSHALL Deputy City Recorder	JOHN CLARK Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate the Best Buy Foundation Community Grant Funds for the Library

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-263-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:
Approve the Ordinance.

Executive Summary:
The Best Buy Foundation awarded a Community Grant of $5,000 to the Kingsport Public Library for the purchase of technology for teens that will be added to the library's maker space.

This grant did not require any match.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: JS

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE BEST BUY FOUNDATION FOR THE LIBRARY FOR THE YEAR ENDING JUNE 30, 2017; 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 Library's operating budget be amended by appropriating Community Grant funds received from the Best Buy Foundation in the amount of $5,000 for the purchase of technology for teens that will be added to the library's maker space.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 110: General Fund			
Revenues:	$	$	$
110-0000-364-2000 From Corporations	12,000	5,000	17,000
Totals:	**12,000**	**5,000**	**17,000**
Expenditures:	$	$	$
110-4540-474-3014 Computer Supplies	6,600	5,000	11,600
Totals:	**6,600**	**5,000**	**11,600**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate the Tennessee State Library and Archives Construction Grant Funds for the Library

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-258-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:
Approve the Ordinance.

Executive Summary:
The Tennessee State Library and Archives, through the State budget, awarded a grant of $100,000 to the Kingsport Public Library for library construction that will assist with the remodeling of the children's area to make it a world-class area for the children in our community.

This grant required a match, which is provided already by the City through the Capital Improvement Project.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE STATE OF TENNESSEE FOR THE LIBRARY FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating Grant funds received from the State of Tennessee, Tennessee State Library and Archives in the amount of $100,000 for library construction that will assist with the remodeling of the children's area.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 311: General Project Fund				
Library Improvements (GP1400)				
Revenues:		$	$	$
311-0000-332-7300	TN State Library Grant	0	100,000	100,000
311-0000-364-1000	From Individuals	0	3	3
311-0000-368-1041	Series 2012C GO Pub Imp	46,170	0	46,170
311-0000-368-1046	Series 2013B GO Pub Imp	156,808	0	156,808
311-0000-368-1047	Series 2014A GO Bonds	97,000	0	97,000
311-0000-368-1051	Series 2015A (Oct) GP PI	220,971	0	220,971
311-0000-368-2101	Premium From Bond Sale	21,270	0	21,270
	Totals:	**542,219**	**100,003**	**642,222**

Expenditures:		$	$	$
311-0000-601-2023	Arch/Eng/Landscaping	75,000	597	75,597
311-0000-601-4041	Bond Sale Expense	6,757	0	6,757
311-0000-601-9003	Improvements	460,462	99,406	559,868
	Totals:	**542,219**	**100,003**	**642,222**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate $20,800.00 from the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO)

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-275-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:
Approve the Budget Ordinance

Executive Summary:
On April 5, 2016 via AF-69-2016, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Department of Transportation/Governor's Highway Safety Office Traffic Safety Grant (TDOT/GHSO), now referred to as the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO). We have been notified that we were approved for $20,800.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime.

There are no matching fund requirements.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECTS - SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE GOVERNOR'S HIGHWAY SAFETY GRANT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects – Special Revenue Fund budget be amended by appropriating grant funds received from the Governor's Highway Safety Office to the Governor's Highway Safety Grant Project (NC1704) in the amount of $20,800 to be used for overtime for traffic safety and enforcement. This grant is administered through the Tennessee Department of Transportation for Traffic Law Enforcement Agency Services. This grant does not require matching funds.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 111: Gen. Projects–Special Rev. Fund Governor's Hwy Safety Grant (NC1704)				
Revenues:		$	$	$
111-0000-332-9000	Dept of Transportation	0	20,800	20,800
	Totals:	**0**	**20,800**	**20,800**
Expenditures:				
111-0000-601-1011	Overtime	0	14,550	14,550
111-0000-601-1020	Social Security	0	1,600	1,600
111-0000-601-1040	Retirement	0	4,000	4,000
111-0000-601-1050	Life Insurance	0	50	50
111-0000-601-1052	Long Term Disability	0	50	50
111-0000-601-1060	Workmen's Comp	0	500	500
111-0000-601-1061	Unemployment Insurance	0	50	50
	Totals:	**0**	**20,800**	**20,800**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Budget Ordinance to Transfer Funds to Wilcox Drive Sidewalk Phase 5 Improvements

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-276-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: M. Thompson, T. Elsea
Presentation By: Ryan McReynolds

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
On August 4, 2015 the BMA approved to reject all bids for sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive (AF-217-2015). The bidding process concerning interpretation of the Contractor's Licensing Act of 1994 and federal regulations compliance has been evaluated and clarified. The City's legal staff received clarification from the Attorney General all issues with the interpretation was resolved.

In order to proceed with the bidding process for this project, a budget transfer transferring funds from GP1415 to GP1208 in the amount of $40,041.00 is required.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: Jo

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ROAD DESIGN IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring $40,041 from the Center Street Island Improvement project (GP1415) to the 2011 GO Road Design project (GP1208) to complete the project and to close GP1415.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 311: General Project Fund				
CTR STR Island Imprvment (GP1415)				
Revenues:		$	$	$
311-0000-368-1040	Series 2011 GO Pub Imp	100,000	(40,041)	59,959
	Totals:	**100,000**	**(40,041)**	**59,959**
Expenditures:		$	$	$
311-0000-601-2023	Arch/Eng/Landscaping	15,000	(7,637)	7,363
311-0000-601-9003	Improvements	85,000	(32,404)	52,596
	Totals:	**100,000**	**(40,041)**	**59,959**
Fund 311: General Project Fund				
2011 GO Road Design (GP1208)				
Revenues:		$	$	$
311-0000-368-1040	Series 2011 GO Pub Imp	321,779	40,041	361,820
311-0000-368-2101	Premium From Bond Sale	12,238	0	12,238
	Totals:	**334,017**	**40,041**	**374,058**
Expenditures:		$	$	$
311-0000-601-2023	Arch/Eng/Landscaping	313,069	40,041	353,110
311-0000-601-4041	Bond Expense	20,948	0	20,948
	Totals:	**334,017**	**40,041**	**374,058**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2017 General Project Fund Budget

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-269-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2017 budget amendment number two at their meeting on October 4, 2016. This amendment transfers funds in the Indian Highland Parking Lot project to the Dobyns-Bennett Regional Science and Technology Building project. There is currently $300,000 set aside for the parking lot project. The amount of the transfer is $100,000. This will provide funding for the design development phase of the architect agreement. It is intended that the funds in the Indian Highland Parking Lot project be replaced from the proceeds of the Sullivan County bonds.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Two – FY 2017

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECTS FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund Budget be amended by decreasing the estimated revenue for the School Improvements (Indian Highland Parking Lot) Project (GP1513) – 2014 General Obligation Bonds by $100,000 and by decreasing the appropriation for Improvements by $100,000; by increasing the estimated revenue for the Dobyns-Bennett Regional Science and Technology Center (GP1620) and by increasing appropriation for Architectural Services of $100,000.

Fund 311: General Project Fund
School Improvements (GP1513)

		$	$	$
Revenues:				
311-0000-368-1047	Series 2014 GO PUB IMP	1,053,977	(100,000)	953,977
	Total:	**1,053,977**	**(100,000)**	**953,977**
Expenditures:				
311-0000-601-9003	Improvements	741,144	(100,000)	641,144
	Total:	**741,144**	**(100.000)**	**641,144**

DB Science and Technology Center (GP1620)

		$	$	$
Revenues:				
311-0000-368-1047	Series 2014 GO PUB IMP	0	100,000	100,000
	Total:	**0**	**100,000**	**100,000**
Expenditures:				
311-0000-601-2023	Arch/Eng/Landscaping Serv	200,000	100,000	300,000
	Total:	**200,000**	**100,000**	**300,000**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

October 4, 2016

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2016-2017
BUDGET AMENDMENT NUMBER TWO

CAPITAL PROJECTS FUND

The programming and schematic design phase of the D-B Science and Technology center is almost complete. The architects will soon be ready to move into the design development phase. The initial funding, of $200,000, only included the programming and schematic design phase. In order for the architects to continue into the next phase it is necessary to establish additional funding. The funding required through the design development phase is $275,700. An amendment to the Will+Perkins agreement will be presented at the November BOE meeting, but since the approval of a budget amendment takes longer we wanted to start this approval a little earlier. Ultimately funding for this work will come from the proposed $140 million Sullivan County Bond Funds. In the interim funds will need to be identified from another source.

There is a project for the Indian Highland Parking Lot Improvements in the amount of $300,000. This project will be completed in the summer of 2017. Since it will be a few months from now before these funds are needed, it is recommended that $100,000 of these funds be transferred to the project for the construction of the Dobyns-Bennett Regional Science and Technology Center. When funds are received from the proposed Sullivan County Bunds, the Indian Highland Parking Lot Improvements project will be reimbursed.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Enter into a Contractual Agreement, TDOT Project No: 825307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses to Build Transit Center and Appropriate Funds

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-265-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: KATS Staff
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution and Ordinance.

Executive Summary:
The City of Kingsport is entering into a contractual agreement with the Tennessee Department of Transportation (TDOT) for reimbursement of Capital expenditures. This contract provides funding for Capital expenditures of Right of Way, Engineering & Design, and construction of KATS new transit center.

Capital Assistance (80%) Federal; (10%) Local; (10%) State		Local	State	Federal	Total
Engineering & Design		35,000	35,000	280,000	350,000
Acquire Property		53,500	53,500	428,000	535,000
Construction		427,000	427,000	3,416,000	4,270,000
Total		$515,500	$515,500	$4,124,000	$5,155,000

Attachments:
1. Resolution w/ Contract
2. Ordinance
3. Contract Letter

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	_	_	_
George	_	_	_
McIntire	_	_	_
Mitchell	_	_	_
Olterman	_	_	_
Parham	_	_	_
Clark	_	_	_

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CAPITAL EXPENDITURES TO BUILD THE TRANSIT CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with the Tennessee Department of Transportation for the reimbursement of capital expenditures; and

WHEREAS, this contract provides funding for capital expenditures of right-of-way, engineering & design, and construction of KATS new transit center; and

WHEREAS, the ten percent (10%) local match has been appropriated by ordinance and is in line item FTA 015 of the FY 2016-2017 budget.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation for the reimbursement of capital expenditures is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation for the reimbursement of capital expenditures and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."
Grantee Edison Vendor ID #1562
A. SCOPE OF SERVICES AND DELIVERABLES:
A.1 The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
A.2 The Grantee shall provide services and deliverables as described in their 49 U.S.C.§ 5307 Program application submitted to and as approved by the Federal Transit Administration (FTA).
A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular 9030.1D "Urbanized Area Formula Program: Program Guidance and Application Instructions", to provide funds to urbanized areas for transit operating and capital assistance and for transportation-related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular 9030.1D "Urbanized Area Formula Program: Program Guidance and Application Instructions".

A.4. "Capital Projects" means those projects as defined in FTA Circular C 9030.1D, "Urbanized Area Formula Program Guidance and Application Instructions", Chapter IV.

A.5 Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

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

b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and

c. FTA Circular C 9030.10, "Urbanized Area Formula Program: Program Guidance and Application Instructions".

B. TERM OF CONTRACT:

This Grant Contract shall be effective on January 1, 2016 ("Effective Date") and extend for a period of forty-eight (48) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1 Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Fifteen Thousand, Five Hundred Dollars and No Cents ($515,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

Department of Transportation
Division of Multimodal Transportation Resources
505 Deaderick Street
Suite 1800, James K. Polk Bldg.
Nashville, Tennessee 37243

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

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.

(3) Invoice Period (to which the reimbursement request is applicable).

(4) Grant Contract Number (assigned by the State).

(5) Granter: Department of Transportation, Division of Multimodal Transportation Resources Agency.

(6) Granter Number (assigned by the Grantee to the above-referenced Granter).

(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period- it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.
b. The Grantee understands and agrees to all of the following.
(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
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 one percent (1%) 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 sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a. ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
C.8 Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
C.9 Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount

as an allowable cost.
C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
D. STANDARD TERMS AND CONDITIONS:
D.1 Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
D.2 Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
D.3 Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
D.4 Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
D.5 Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
D.7 Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

The State:
George Mitchell, Transportation Program Supervisor Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800
J.K. Polk Bldg.
Nashville, Tennessee 37243
george.mitchell@tn.gov
Telephone Number: (615) 253-1044
FAX Number: (615) 253-1482

The Grantee:
Gary Taylor, Transit Manager City of Kingsport
225 West Center Street Kingsport, Tennessee 37660
garytaylor@kingsporttn.gov
Telephone Number: (423) 224-2612
FAX Number: (423) 224-2615

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

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

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

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

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information

Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

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

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

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Granter 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318-200.326 when procuring property and services under a federal award.

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

D.21 Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this 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. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume

performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

D.26. Reserved.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

d. Description of the equipment or motor vehicles;
e. Manufacturer's serial number or other identification number, when applicable;
f. Consecutive inventory equipment or motor vehicles tag identification;

g. Acquisition date, cost, and check number;
h. Fund source, State Grant number, or other applicable fund source identification;
i. Percentage of state funds applied to the purchase;
j. Location within the Grantee's operations where the equipment or motor vehicles is used;
k. Condition of the property or disposition date if Grantee no longer has possession;
l. Depreciation method, if applicable; and
m. Monthly depreciation amount, if applicable.

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse1Title02/2cfr200main02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 9-8-407.

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.

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

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

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local)

transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

E.4 Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i.80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

i. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http: //www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.
The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.
E.5 FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2015 are incorporated herein by reference.
E.6 T.C.A. Section 13-10-107 Compliance.
1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A.§ 13-10-107(c) (4).
E.7 The Grantee agrees:
(a) To use the equipment acquired under this Grant only for the purposes and the manner set forth in their application.
(b) At the beginning of each calendar year, the Grantee shall certify that the equipment received under this Grant is still being used in accordance with the terms and provisions of this agreement.
(c) To pay all fees on the equipment acquired through this Grant, including but not limited to, title and registration fees.
(d) To be responsible for all costs and expenses related to the operation, maintenance, and repair of the equipment acquired through this Grant Agreement.
(e) To provide licensed drivers, as required by the Tennessee Department of Safety, for operation of all equipment received under this Grant.
(f) To provide insurance of all vehicles acquired under this Grant for the following minimum amounts:
5) Personal Injury Liability - minimum of $300,000.00 per person and $1,000,000.00 per incident.
6) Property Damage Liability - minimum of $300,000.00 per incident.
7) Comprehensive - maximum deductible of $500.00.
8) Collision - maximum deductible of $500.00.
9) Uninsured Motorist - minimum of $50,000.00 per person and $100,000.00 per incident.
This insurance shall be in effect at all times while the vehicle is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the equipment is delivered to the Grantee and annually on the anniversary date of the delivery of the equipment. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of equipment.
(g) That any vehicles received under this Grant will comply with the Motor Vehicle Safety Standards as established by the United States Department of Transportation.
(h) That any vehicles received under this Grant shall be used for not less than the useful life.
The useful life of all vehicles purchased under the grant is as listed in the grant document filed with the Federal Transit Administration (FTA). Upon reaching the expiration of the useful life of the equipment, the state may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

[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 18th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT FUND BUDGET BY APPROPRIATING GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO THE TRANSIT CENTER PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Fund budget be amended by appropriating grant funds from the Tennessee Department of Transportation in the amount of $515,500 to the Transit Center project (FTA015).

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 123: Urban Mass Transit Grant Fund				
Transit Center (FTA015)				
Revenues:		$	$	$
123-0000-331-2000	Federal Rev/UMTA Section 9	4,124,000	0	4,124,000
123-0000-332-9000	Dept.of Transportation	0	515,500	515,500
123-0000-391-0100	From General Fund	115,547	0	115,547
	Totals:	**4,239,547**	**515,500**	**4,755,047**

Expenditures:		$	$	$
123-0000-602-2023	Arch/Eng/Landscaping	365,547	34,000	399,547
123-0000-602-9001	Land	0	481,500	481,500
123-0000-602-9003	Improvements	3,874,000	0	3,874,000
	Totals:	**4,239,547**	**515,500**	**4,755,047**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615)741-2781

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

September 29, 2016

Gary Taylor, Transit Manager
City of Kingsport
109 Clay Street
Kingsport, Tennessee 37660

RE: City of Kingsport, $515,500.00
TDOT Project No.: 825307-S3-019
FTA Project No.: TN-2016-015-00

Dear Mr. Taylor:

In an effort to accelerate the contract signature process, the Multimodal Transportation Resource Division is sending both the draft Grant Contract and the Grant Contract for grantee signature simultaneously. If there are corrections required, please send a return email with the highlighted changes on the draft contract (**modifications can only be made to text in red**). However, if the contract meets the agency's approval, please print the .pdf version, obtain the appropriate signatures, and return the signed contract via USPS mail to Karen A. Cooperwood.

Per Finance & Administration (F&A), a contract shall be printed on one side of 8.5 x 11 inch paper. Also, please do not alter the contract provided by TDOT.

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

Sincerely,

Karen A. Cooperwood
Transportation Program Monitor 2
(615) 253-5298
karen.cooperwood@tn.gov

Enclosure

c: George Mitchell

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Accept Funds Received from Sullivan County to Assist with Purchasing a Fire Truck and Appropriate the Funds

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-251-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: Committee
Presentation By: Craig Dye

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
The City of Kingsport is receiving $168,817.00 from Sullivan County to assist in purchasing a fire truck. Sullivan County provides funds for fire truck purchases to Cities and Volunteer Fire Departments on a rotating basis. This year the City of Kingsport is to receive those funds. The City has received funds previously from Sullivan County to assist with a Fire Truck Purchase in 2006.

The City will use these funds to offset the cost of an E-One Cyclone II Rescue Pumper purchased from Mid-South Emergency Equipment in the amount of $524,488.00. The BMA approved the purchase of this replacement pumper on 08/16/16 and it has been ordered by the Procurement Department.

The Contract language has been approved by the City Attorney and County Mayor in order to receive these funds. The documents are ready to be signed by the Mayor.

Attachments:
1. Ordinance
2. Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Accept Funds Received from Sullivan County to Assist with Purchasing a Fire Truck and Appropriate the Funds

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-251-2016
Work Session: October 3, 2016
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Final Adoption: October 18, 2016
Staff Work By: Committee
Presentation By: Craig Dye

Recommendation:
Approve the Budget Ordinance.

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The City will use these funds to offset the cost of an E-One Cyclone II Rescue Pumper purchased from Mid-South Emergency Equipment in the amount of $524,488.00. The BMA approved the purchase of this replacement pumper on 08/16/16 and it has been ordered by the Procurement Department.

The Contract language has been approved by the City Attorney and County Mayor in order to receive these funds. The documents are ready to be signed by the Mayor.

Attachments:
1. Ordinance
2. Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FLEET FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM SULLIVAN COUNTY TO ASSIST IN PURCHASING A FIRE TRUCK FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Fleet Fund operating budget be amended by appropriating funds received from Sullivan County as a donation in the amount of $168,817 to assist in purchasing a fire truck. The contract language has been approved by the City Attorney and County Mayor for the purchase of the fire truck. The fire truck was purchased from the Fleet Fund.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 511: Fleet Fund			
Revenues:	$	$	$
511-0000-333-2700 County Revenue	0	168,817	168,817
Totals:	**0**	**168,817**	**168,817**
Expenditures:	$	$	$
511-5008-501-9010 Replacement Vehicles	0	168,817	168,817
Totals:	**0**	**168,817**	**168,817**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

WHEREAS, THE CITY OF KINGSPORT, TENNESSEE (hereinafter referred to as "Kingsport") provides emergency fire services to the citizens of its surrounding community; and

WHEREAS, Sullivan County, Tennessee provides certain funding to fire departments who provide valuable services to its citizens; and,

WHEREAS, in exchange for Sullivan County, Tennessee appropriating funds in the sum of ONE HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS AND ZERO CENTS ($168,817.00) for the 2016-2017 fiscal year and Kingsport accepting said funds, Kingsport agrees to the following:

1. The term of this agreement shall be for twenty (20) years beginning on the date of execution of this agreement by Kingsport.

2. The entire amount of funds appropriated by Sullivan County as set out herein shall be paid by Sullivan County towards the purchase of a front-line pumper fire truck (hereinafter referred to as "fire truck") for the sole use and benefit of Kingsport.

3. Fire truck shall be titled in the name of Kingsport and Sullivan County shall be listed as a lienholder on the title to said fire truck to secure this agreement

4.(a) To the extent permitted by state law, Kingsport agrees to defend, hold harmless and indemnify Sullivan County, Tennessee, its governing body, officers and employees from and against any and all claims, loss, damages, liability or expense, including reasonable attorney fees and expenses of litigation, arising out of or in any way related to the purchase and/or use of the aforesaid fire truck, any accident in which the fire truck is involved, or from any damage, neglect, misadventure, willful act or omission arising from or in any way growing out of the use, misuse or abuse of the fire truck or in any way growing out of the acts or omissions of the employees, agents, officers or guests of Kingsport. Kingsport agrees to maintain at all times adequate insurance for such purposes including liability insurance as hereafter set forth.

(b) Kingsport shall at all times during the term of this Agreement maintain auto liability insurance on the fire truck adequate to comply with governmental tort liability act and shall list Sullivan County as an additional insured on such policy. Also, as Sullivan County is listed as a lien holder on the subject vehicle, Kingsport shall at all times during the term of this Agreement maintain appropriate auto physical damage coverage.

(c) Kingsport agrees to furnish to Sullivan County, upon request, Certificate(s) of Insurance verifying such coverage.

5. Kingsport shall not sell, trade, rent or give away the fire truck at any time for the term of the Agreement.

6. Kingsport shall provide to Sullivan County a copy of the invoice evidencing the proposed purchase of the fire truck prior to a warrant being issued by Sullivan County toward such purchase, and Kingsport shall notify, in writing, the Sullivan County Risk Manager of receipt of the fire truck upon delivery, with said notice to include the fire truck's make, model and identification number.

7. Kingsport agrees not to encumber the fire truck or pledge same as collateral in any form or fashion other than for original purchase money security interest for sums necessary to purchase said fire truck over and above those funds appropriated by Sullivan County unless by express written consent of the county legislative body.

8. In the event Kingsport ceases to provide emergency fire services, the fire truck shall immediately be surrendered to Sullivan County for disposition.

9. At no time shall it be construed that Sullivan County by appropriating funds toward the purchase of the fire truck has created a relationship of co-partners between Sullivan County and Kingsport or as making Kingsport an agent, representative or employee of Sullivan County. Any and all personnel of Kingsport shall have no contractual relationship with Sullivan County and shall not be considered employees of Sullivan County. Any and all claims alleging violation of any state or

federal employee rights, including, but not limited to, discrimination claims and claims under the Unemployment Compensation Act or Worker's Compensation Act of the State of Tennessee, shall in no way be the responsibility of Sullivan County. To the extent permitted by state law, Kingsport shall defend, indemnify and hold Sullivan County, its officers, agents and employees harmless from any and all such claims including reasonable attorney's fees and expenses. Such personnel of Kingsport shall neither require nor be entitled to any compensation, rights of benefits of any kind whatsoever from Sullivan County.

10. Kingsport shall at all times maintain compliance with federal, state and local laws and regulations with regard to its purpose, activities, policies and procedures and provision of emergency and community services.

11. Kingsport agrees that in the event it breaches or violates any of the aforesaid covenants contained herein, that, upon request, it will reimburse Sullivan County, Tennessee a pro-rated share of such sums appropriated for the purchase of a front-line pumper fire truck with the amount of reimbursement to be determined by decreasing the original appropriation by five percent for each year subsequent to said appropriation over a twenty year period (i.e., 1st year, 100%, 2nd year, 95%, 3rd year, 90%, etc.).

IN TESTIMONY WHEREOF, Kingsport, through its duly authorized officer(s) has hereunto executed this instrument for the purposes herein expressed, this the _____ day of _____, _____.

CITY OF KINGSPORT, TENNESSEE

BY_____

Title:_____

STATE OF TENNESSEE
COUNTY OF SULLIVAN:

Before me, the undersigned authority, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of the CITY OF KINGSPORT, TENNESSEE, the within-named bargainor, and that he/she as such_____ executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as_____.

WITNESS my hand and seal, at office in _____, Tennessee, this _____ day of _____, _____.

_____
Notary Public

My Commission Expires:

_____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Award Contract and Budget Ordinance to Transfer Funds for the Konnarock Rd Water/Sewer Office Project

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-254-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: C. Austin
Presentation By: R. McReynolds;/ C. Austin

Recommendation:
Approve the Budget Ordinance and Resolution.

Executive Summary:
In 2011, the City purchased the "Pet Diary" property located next door to the Water/Sewer Maintenance offices at 1113 Konnarock Rd. It was determined at that time that there was a need to relocate offices for Water and Sewer Maintenance to the main building, because of limited space in the current facility, and use the existing office space for future warehouse space for better control of inventory.

While discussing this move, it was determined that there would be ample room to relocate the Stormwater Maintenance functions to this building, aligning the maintenance functions of drinking water, storm water, and waste water, along with opening up room in Streets and Sanitation for future needs. The offices required for drinking water, storm water, and waste water services will occupy the main floor of the building and around one third of the top floor. The bottom floor will be used for storage of equipment, tools and materials.

The office renovations consist of complete rebuild of the electrical, HVAC, and plumbing systems because the existing systems were designed for use of a dairy facility, not lending itself to efficient office uses. The building was completely demolished inside during a previous project to prepare for these renovations. This project will include all of the previously mentioned upgrades along with building new office, meeting, and training spaces. An elevator was required to provide for ADA access to all floors. Total square footage for the upgrades is around 17,000 square feet.

(Continued on next page.)

Attachments:
1. Continuation of Executive Summary
2. Budget Ordinance
3. Contract Award Resolution
4. Bid Tabulation
5. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Award Contract and Budget Ordinance to Transfer Funds for the Konnarock Rd Water/Sewer Office Project

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(Continued on next page.)

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1. Continuation of Executive Summary
2. Budget Ordinance
3. Contract Award Resolution
4. Bid Tabulation
5. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

Executive Summary continued

AF: 254-2016

We recommend to award the contract to the low bidder, Beuris Construction. The total project cost is as follows:

Base bid	$1,548,370
Alternatives	$45,000
Contingency (6%)	$95,700
Total	$1,689,070

Funding is available in the Water Fund, Sewer Fund, and Stormwater Fund.

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER, SEWER AND STORM WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS FOR THE FACILITIES IMPROVEMENTS PROJECTS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by transferring $451,034 from the Water Maintenance Facility Improvement project (WA1602) to the Water Maintenance Facilities Improvement project (WA1703), that the Sewer Fund Budget be amended by transferring $471,389 from the Maintenance Facility project (SW1606) to the Sewer Maintenance Facility project (SW1705) and that the Storm Water Project Fund budget be amended by appropriating $450,000 from the Storm Water Fund Balance to the Storm Water Maintenance Facility Improvement project (ST1708).

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 451 Water Fund			
WA Maint. Facilities Imp (WA1602)			
Revenues:	$	$	$
451-0000-391-4500 From Water Fund	500,000	(451,034)	48,966
Totals:	**500,000**	**(451,034)**	**48,966**
Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	50,000	(1,150)	48,850
451-0000-605-9003 Improvements	450,000	(449,884)	116
Totals:	**500,000**	**(451,034)**	**48,966**
Fund 451 Water Fund			
WA Maint Facility Imp. (WA1703)			
Revenues:	$	$	$
451-0000-391-45200 From Water Fund	350,000	451,034	801,034
Totals:	**350,000**	**451,034**	**801,034**
Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	50,000	0	50,000
451-0000-605-9003 Improvements	300,000	451,034	751,034
Totals:	**350,000**	**451,034**	**801,034**
Fund 452 Sewer Fund			
Maintenance Facility Imp. (SW1606)			
Revenues:	$	$	$
452-0000-391-4200 From Sewer Fund	522,560	(471,389)	51,171
Totals:	**522,560**	**(471,389)**	**51,171**
Expenditures:			
452-0000-606-2023 Arch/Eng/Landscaping	50,805	0	50,805
452-0000-606-9003 Improvements	471,755	(471,389)	366
Totals:	**522,560**	**(471,389)**	**51,171**

Fund 452 Sewer Fund			
SW Maint Facility Imp (SW1705)			
Revenues:	$	$	$
452-0000-391-4200 From Sewer Fund	350,000	471,389	821,389
Totals:	**350,000**	**471,389**	**821,389**
Expenditures:			
452-0000-606-2023 Arch/Eng/Landscaping	30,000	0	30,000
452-0000-606-9003 Improvements	320,000	471,389	791,389
Totals:	**350,000**	**471,389**	**821,389**
Fund 417 Storm Water Fund			
Revenues:	$	$	$
417-0000-392-0100 Fund Balance Appropriation	95,454	450,000	545,454
Totals:	**95,454**	**450,000**	**545,454**
Expenditures:			
417-6996-696-7605 CIP Transfers/Storm Water Proj Fund	425,000	450,000	875,000
Totals:	**425,000**	**450,000**	**875,000**
Fund 457 Storm Water Fund			
Storm Water Facility Imp. (ST1708)			
Revenues:	$	$	$
457-0000-391-9500 From Storm Water Fund	0	450,000	450,000
Totals:	**0**	**450,000**	**450,000**
Expenditures:			
457-0000-622-2023 Arch/Eng/Landscaping	0	20,000	20,000
457-0000-622-9003 Improvements	0	430,000	430,000
Totals:	**0**	**450,000**	**450,000**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AWARDING BID FOR THE KONNAROCK ROAD WATER/SEWER OFFICE PROJECT TO BEURIS CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened on September 13, 2016, for the Konnarock Road Water/Sewer Office Project; and

WHEREAS, upon review of the bids, the board finds Beuris Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for office renovations, including complete rebuild of electrical, HVAC, and plumbing systems.

WHEREAS, the project will include all upgrades for new offices, meeting and training spaces.

WHEREAS, an elevator will be installed to meet ADA requirements.

WHEREAS, the total square footage included in the renovation is around 17,000 square feet with an estimated construction cost of $1,593,370.00; and

WHEREAS, funding is identified in project numbers SW1705, WA1703 and ST1708.

Now therefore,

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

SECTION I. That the bid for the Konnarock Road Water/Sewer Office Project for office renovations including a complete rebuild of electrical, HVAC, and plumbing systems in the amount of $1,593,370.00 is awarded to Beuris Construction.

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 for the Konnarock Road Water/Sewer Office Project and all documents necessary and proper to effectuate the purpose of the agreement.

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 4th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Cain Rash West Architects
Architectural Services
130 Regional Park Dr
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.gtcma.com

CRW Project No. 201590

BID TABULATION

City of Kingsport Water/Wastewater Department Offices

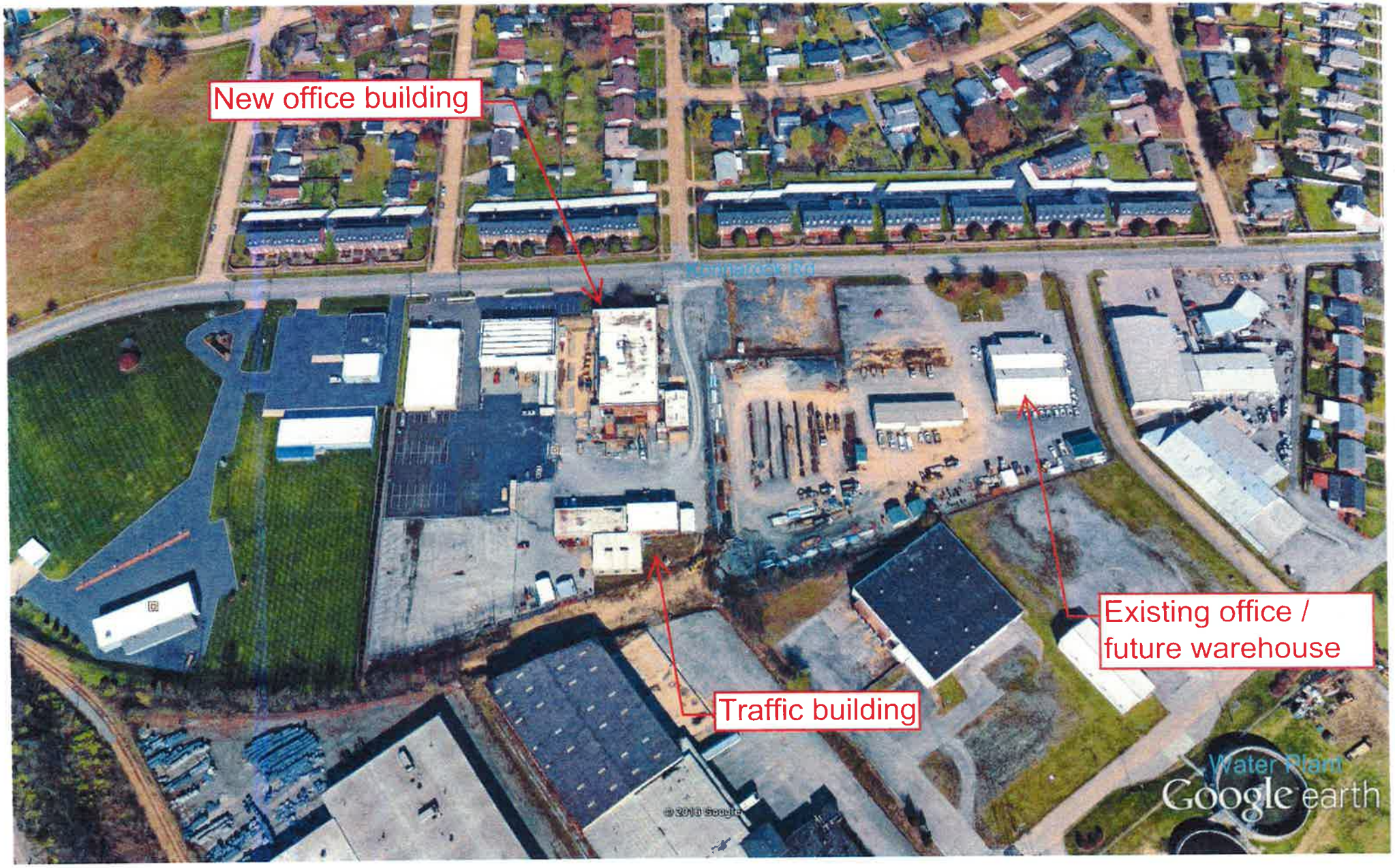
September 13, 2016 4:00 P.M.

Kingsport

BIDDER	TN. LICENSE NO.	ADDENDA ONE	ADDENDA TWO	BID BOND	BASE BID	ALTERNATE 1 Front Dr. Repl.	ALTERNATE 2 New Alum. Canop.	ALTERNATE 3 Brick In-Fill	ALTERNATE 4 Stonhard Flooring	ALTERNATE 5 Network Backup	REMARKS
Armstrong Construction Co. 151 Shelby St. Kingsport, TN (423) 246-6185	1554 4/30/18	✓	✓	✓	$1,662,400	$ 7,100	$ 12,200	$ 9,250	$ 7,900	$ 9,400	KING. ARM ELEC. BLAYLOCK PLUMB AIR MOVERS HVAC ATOMS ROOFING - HVAC
Beuris Construction 326 Hunters Crossing Ln. Kingsport, TN (423) 207-4787	60309 12/31/16	✓	✓	✓	$1,548,370	$ 7,000	$ 10,000	$ 9,000	$ 8,000	$ 11,000	KING. ARM ELEC BLAYLOCK PLUMB LAFAYETTE AIR COND E. TN. SPRINKLER
Comsa Construction 613 Coralwood Court Kingsport TN (423) 335-6094	00066633 3/31/17	✓	✓	✓	$ 1,605,000	$ 7,000	$ 8,000	$ 11,000	$ 7,000	$ 11,000	KING. ARM ELEC. GENE COX PLUMB LAFAYETTE AIR COND.
JE Green Co. 303 E. Market Street Johnson City, TN 37601-4827 (423) 926-5161	NO BID				$	$	$	$	$	$	
Preston Construction Company 1503 Narrow Ln. Johnson City, TN (423) 926-0172	NO BID				$	$	$	$	$	$	
Quesenberry's, Inc. 104 E. 19th Street, P. O. Box Q Big Stone Gap, VA 24219-9718 (276) 523-0411	00018853 3/31/17	✓	✓	✓	$1,679,000	$ 6,700	$ 9,500	$ 12,000	$ 9,600	$ 11,500	PRECISION ELEC. S.B. WHITE PLUMB S.B. WHITE HVAC
Trademark of VA, Inc. 329 Bonham Rd. Bristol, VA (276) 466-1008	NO BID				$	$	$	$	$	$	

Architect's Representative Kirsten West

Owner's Representative Sandy Crawford


New office building
Kittatinny Rd
Existing office /
future warehouse
Traffic building
Water Plant
Google earth

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate $22,193.00 from the USDOJ / Bureau of Justice Assistance Grant FY 2016 Local Solicitation

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-256-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: Captain Gore
Presentation By: Chief Quillin

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
On June 7, 2016, via Action Form 126, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US DOJ Bureau of Justice Assistance Grant. We have been notified that we were approved for $22,193.00 which will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate $22,193.00 from the USDOJ / Bureau of Justice Assistance Grant FY 2016 Local Solicitation

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-256-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: Captain Gore
Presentation By: Chief Quillin

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
On June 7, 2016, via Action Form 126, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US DOJ Bureau of Justice Assistance Grant. We have been notified that we were approved for $22,193.00 which will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE USDOJ/BUREAU OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Justice Assistance Grant Fund budget be amended by appropriating funds received from USDOJ Bureau of Justice in the amount of $22,193 to the Justice Assistant Grant project (JG1700) for the purchase of equipment and/or technology improvements.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 134: Justice Assist Grant Fund			
Justice Assistant Grant (JG1700)			
Revenues:	$	$	$
134-0000-331-4537 Bureau of Justice /JAG	0	22,193	22,193
Totals:	**0**	**22,193**	**22,193**
Expenditures:	$	$	$
134-3030-443-9006 Purchases $5,000 & Over	0	22,193	22,193
Totals:	**0**	**22,193**	**22,193**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Fund Stormwater Improvements on Belvedere Street with Unused CIP Funds

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-250-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: S. Robbins
Presentation By: McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
Belvedere Street has a history of flooding during hard rain events and has impacted adjacent homes. Stormwater Utility plans to purchase two lots near the flooding area. These tracts include a sinkhole that receives runoff from adjacent properties. A storm drain will be installed from the flood prone area to the sinkhole. The construction will be included in the Colonial Heights Phase 4 sewer project. We request the project be funded with reallocation of $168,263.00 in unused CIP funds from previous projects (ST 1304 & ST 1601).

Attachments:
1. Ordinance
2. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Fund Stormwater Improvements on Belvedere Street with Unused CIP Funds

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-250-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: S. Robbins
Presentation By: McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
Belvedere Street has a history of flooding during hard rain events and has impacted adjacent homes. Stormwater Utility plans to purchase two lots near the flooding area. These tracts include a sinkhole that receives runoff from adjacent properties. A storm drain will be installed from the flood prone area to the sinkhole. The construction will be included in the Colonial Heights Phase 4 sewer project. We request the project be funded with reallocation of $168,263.00 in unused CIP funds from previous projects (ST 1304 & ST 1601).

Attachments:
1. Ordinance
2. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE STORM WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE BELVEDERE DRAINAGE IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Storm Water Project Fund budget be amended by transferring $50,000 from the TDEC Stream Monitoring project. (ST1601) to the Belvedere Drainage Improvement project (ST1709) and by transferring $118,263 from the Pendleton Place project (ST1304) to the Belvedere Drainage Improvement project (ST1709). The total transfer is $168,263. Projects ST1304 and ST1601 will be closed.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 457 Storm Water Fund			
TDEC Stream Monitoring (ST1601			
Revenues:	$	$	$
457-0000-391-9500 From Storm Water Fund	50,000	(50,000)	0
Totals:	**50,000**	**(50,000)**	**0**
Expenditures:			
457-0000-622-2022 Construction Contracts	50,000	(50,000)	0
Totals:	**50,000**	**(50,000)**	**0**
Fund 457 Storm Water Fund			
Pendleton Place (ST1304)			
Revenues:	$	$	$
457-0000-391-9500 From Storm Water Fund	120,000	(118,263)	1,737
Totals:	**120,000**	**(118,263)**	**1,737**
Expenditures:			
457-0000-622-2022 Construction Contracts	113,663	(113,663)	0
457-0000-622-2023 Arch/Eng/Landscaping	3,000	(3,000)	0
457-0000-622-9001 Land	3,337	(1,600)	1,737
Totals:	**120,000**	**(118,263)**	**1,737**
Fund 457 Storm Water Fund			
Belvedere Drainage Improvements (ST1709)			
Revenues:	$	$	$
457-0000-391-9500 From Storm Water Fund	0	168,263	168,263
Totals:	**0**	**168,263**	**168,263**
Expenditures:			
457-0000-622-2022 Construction Contracts	0	118,263	118,263
457-0000-622-9001 Land	0	50,000	50,000
Totals:	**0**	**168,263**	**168,263**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Belvedere Ln

161 ft

KINGSPORT

Powered by VANTAGE

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate Funding for a Section 5339 (b) Grant Application

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-257-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: KATS staff
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Mayor and Alderman on May 17, 2016, approved a resolution authorizing the filing of a Federal Transit Administration Section 5339 (b) Grant Application (Project No. TN-2016-029). After submitting the application to FTA, the Tennessee Department of Transportation (TDOT) found additional funding for this Section of Funding. The initial application filed was for $435,000. The additional funding provided $70,462 more dollars, bringing the total funding amount to $505,462.

The additional dollars allows KATS to purchase two extra 8- passenger/ADA handicapped vans. This grant provides funding for KATS to purchase (two 16 passenger mini buses and four 8 passenger/ADA handicapped vans). Funding to fulfill the local match has been allotted in the City of Kingsport FY 2016-2017 budget.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State	Local	State	Federal	Total
TOTAL CAPITAL	37,910	37,910	429,642	505,462

This ordinance will appropriate the grant funds for the buses and vans.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate Funding for a Section 5339 (b) Grant Application

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-257-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: KATS staff
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Mayor and Alderman on May 17, 2016, approved a resolution authorizing the filing of a Federal Transit Administration Section 5339 (b) Grant Application (Project No. TN-2016-029). After submitting the application to FTA, the Tennessee Department of Transportation (TDOT) found additional funding for this Section of Funding. The initial application filed was for $435,000. The additional funding provided $70,462 more dollars, bringing the total funding amount to $505,462.

The additional dollars allows KATS to purchase two extra 8- passenger/ADA handicapped vans. This grant provides funding for KATS to purchase (two 16 passenger mini buses and four 8 passenger/ADA handicapped vans). Funding to fulfill the local match has been allotted in the City of Kingsport FY 2016-2017 budget.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State	Local	State	Federal	Total
TOTAL CAPITAL	37,910	37,910	429,642	505,462

This ordinance will appropriate the grant funds for the buses and vans.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Project Fund budgets be amended by appropriating $141,679 from the Department of Transportation to FTA383 and by transferring $37,910 from FTA383 TN-90-X383 Grant FY15 project to FTA029 TN-2016-029 for the local match to purchase buses.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 123: Urban Mass Transit Asst. Fund				
TN-90-X383 Grant FY15 (FTA383)				
Revenues:		$	$	$
123-0000-331-2000	Fed Rev/UMTA Sect 9	752,550	0	752,550
123-0000-332-9000	Dept. of Transportation	337,275	141,679	478,954
123-0000-365-2009	Bus Fares	59,000	0	59,000
123-0000-365-2100	ADA Paratransit	25,000	0	25,000
123-0000-368-1500	Rental of Land & Building	49,000	0	49,000
123-0000-391-0100	From General Fund	337,275	(37,910)	299,365
	Totals:	**1,560,100**	**103,769**	**1,663,869**
Expenditures:		$	$	$
123-5901-602-1010	Salaries & Wages	760,000	(44,998)	715,002
123-5901-602-1011	Overtime	15,000	14,594	29,594
123-5901-602-1020	Social Security	60,000	(9,037)	50,963
123-5901-602-1030	Group Health Ins.	71,000	10,022	81,022
123-5901-602-1040	Retirement	85,000	(10,343)	74,657
123-5901-602-1050	Life Insurance	2,000	0	2,000
123-5901-602-1052	Long Term Disability	2,000	(1,412)	588
123-5901-602-1060	Workmen's Comp	24,000	2,528	26,528
123-5901-602-1061	Unemployment	2,000	(790)	1,210
123-5901-602-2010	Advertising & Publication	6,000	0	6,000
123-5901-602-2011	Printing & Binding	10,000	0	10,000
123-5901-602-2020	Professional Consultant	25,000	55,670	80,670
123-5901-602-2021	Accounting & Auditing	8,000	0	8,000
123-5901-602-2030	Electric Service	10,000	0	10,000
123-5901-602-2033	Water & Sewer Service	2,500	0	2,500
123-5901-602-2034	Telephone	7,500	0	7,500
123-5901-602-2036	Natural Gas	6,000	0	6,000
123-5901-602-2040	Travel Exp	12,000	0	12,000

123-5901-602-2041	Registration Fees/Tuition	6,000	0	6,000
123-5901-602-2042	Personal Vehicle Reimburse.	300	0	300
123-5901-602-2043	Dues & Membership	8,000	0	8,000
123-5901-602-2044	Literature/Subscriptions	2,000	0	2,000
123-5901-602-2045	Training	5,500	0	5,500
123-5901-602-2052	Medical Services	2,000	0	2,000
123-5901-602-2054	Machinery/Equip Rental	7,000	0	7,000
123-5901-602-2055	Repairs & Maintenance	20,000	393	20,393
123-5901-602-2056	Repair & Maint- Vehicles	175,000	72,888	247,888
123-5901-602-2069	Storm Water Fee	300	0	300
123-0000-602-2075	Temporary Employees	5,000	0	5,000
123-0000-602-2099	Miscellaneous Exp.	46,600	18,647	65,247
123-5901-602-3010	Office Expense	4,000	932	4,932
123-5901-602-3011	Postage	1,000	(653)	347
123-5901-602-3012	Food	2,000	(672)	1,328
123-5901-602-3020	Operating Supplies & Tools	10,000	0	10,000
123-5901-602-3022	Maintenance Supplies	5,000	1,445	6,445
123-5901-602-3026	Sign Parts & Supplies	5,000	(1,445)	3,555
123-5901-602-3029	Clothing & Uniforms	8,400	0	8,400
123-5901-602-3044	Motor Pool Charges	1,000	0	1,000
123-5901-602-5010	Insurance/Buildings	4,000	(4,000)	0
123-5901-602-5026	Vehicle Ins. Chgd by Fleet	4,000	0	4,000
129-5902-602-9004	Equipment	80,000	32,476	112,476
123-5902-602-9006	Purchases Over $5,000	50,000	(32,476)	17,524
	Totals:	**1,560,100**	**103,769**	**1,663,869**

Fund 123: Urban Mass Transit Asst. Fund
TN-2016-029 Grant (FTA029)

Revenues:		**$**	**$**	**$**
123-0000-331-2000	Fed Rev/UMTA Sect 9	0	429,642	429,642
123-0000-332-9000	Dept. of Transportation		37,910	37,910
123-0000-391-0100	From General Fund	0	37,910	37,910
	Totals:	**0**	**505,462**	**505,462**

Expenditures:		**$**	**$**	**$**
123-5902-602-9006	Purchases Over $5,000	0	505,462	505,462
	Totals:	**0**	**505,462**	**505,462**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate Federal Funds for A&E Services for KATS Transit Center Project

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-168-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: KATS Staff
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution and Ordinance.

Executive Summary:
Kingsport and the Kingsport Area Transit Service (KATS) is proposing to construct a comprehensive transit facility for passenger boarding and transferring, as well as to house various transit related functions, including: dispatch, administration, passenger waiting areas, bus wash station, and a bus storage facility. The proposed center is to be located on the Foundry Site and will enhance the gateway into downtown. Due to funding, the project will be divided into two primary phases. The first phase (Phase I) will involve the schematic design of the entire site, as well as interim design, final design, and construction oversight and management of the transit center, bus transfer island and associated parking improvements. Staff recommends selecting Parsons Brinckerhoff to provide these services. If funding should become available to implement the entire project, the schedule for Phase II of the project (bus storage and vehicle wash facilities) will be accelerated to coincide with the implementation of Phase I. A 20% match of the Parsons Brinckerhoff contract is required and is available in project FTA 015. A Budget Ordinance is needed to appropriate the $4,124,000 in federal funding.

The resolution to approve the services will be at second reading – Oct. 18, 2016.

Attachments:
1. Ordinance
2. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate Federal Funds for A&E Services for KATS Transit Center Project

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-168-2016
Work Session: October 3, 2016
First Reading: October 4, 2016

Final Adoption: October 18, 2016
Staff Work By: KATS Staff
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
Kingsport and the Kingsport Area Transit Service (KATS) is proposing to construct a comprehensive transit facility for passenger boarding and transferring, as well as to house various transit related functions, including: dispatch, administration, passenger waiting areas, bus wash station, and a bus storage facility. The proposed center is to be located on the Foundry Site and will enhance the gateway into downtown. Due to funding, the project will be divided into two primary phases. The first phase (Phase I) will involve the schematic design of the entire site, as well as interim design, final design, and construction oversight and management of the transit center, bus transfer island and associated parking improvements. Staff recommends selecting Parsons Brinckerhoff to provide these services. If funding should become available to implement the entire project, the schedule for Phase II of the project (bus storage and vehicle wash facilities) will be accelerated to coincide with the implementation of Phase I. A 20% match of the Parsons Brinckerhoff contract is required and is available in project FTA 015. A Budget Ordinance is needed to appropriate the $4,124,000 in federal funding.

The resolution to approve the services will be at second reading – Oct. 18, 2016.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT FUND BUDGET BY APPROPRIATING GRANT FUNDS TO THE TRANSIT CENTER PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Fund budget be amended by appropriating federal grant funds in the amount of $4,124,000 to the Transit Center project (FTA015).

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 123: Urban Mass Transit Grant Fund				
Transit Center (FTA015)				
Revenues:		$	$	$
123-0000-331-2000	Federal Rev/UMTA Section 9	0	4,124,000	4,124,000
123-0000-391-0100	From General Fund	115,547	0	115,547
	Totals:	**115,547**	**4,124,000**	**4,239,547**

Expenditures:		$	$	$
123-0000-602-2023	Arch/Eng/Landscaping	115,547	250,000	365,547
123-0000-602-9003	Improvements	0	3,874,000	3,874,000
	Totals:	**115,547**	**4,124,000**	**4,239,547**

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.

_____
JOHN CLARK, Mayor

ATTEST:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Contract between Environmental Systems Research Institute and City of Kingsport, TN for GIS Software

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-262-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Jake White
Presentation By: Jake White

Recommendation:
Approve the Resolution.

Executive Summary:
The City of Kingsport has used Environmental Systems Research Institute's (ESRI) geographic information system software since 1992. Recently the City of Kingsport's utilization of ESRI's GIS software has reached a level that it is more cost effective to license the software through a Local Government Enterprise License Agreement (ELA). The ELA is a 3 year contract between the City of Kingsport and ESRI for software in the amount totaling $150,000. ESRI's GIS software is currently used extensively in public works, public safety, development services, and many other City departments.

Attachments:
1. Resolution
2. 20495108_City of Kingsport Small Government ELA Proposal_6975.pdf
3. 20495107_City of Kingsport_Small Government ELS Training_6975.pdf
4. Esri – City of Kingsport MLA – 310878 -9-27-2016.pdf
5. CityMgrSignedSS-ESRI-ELA.pdf
6. SS-From-ESRI.pdf

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE FOR GIS SOFTWARE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the City of Kingsport has used Environmental Systems Research Institute's (ESRI) geographic information system (GIS) software since 1992;

WHEREAS, the city's utilization of ESRI's GIS software has reached a level that it is more cost effective to license the software through a Local Government Enterprise License Agreement;

WHEREAS, the Enterprise License Agreement is a three year contract between the city and ESRI for software in the amount of $150,000.00; and

WHEREAS, ESRI's GIS software is currently used extensively in public works, public safety, development services, and many other city departments.

Now therefore,

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

SECTION I. That a license agreement with Environmental Systems Research Institute (ESRI) for a term of three years for software in the amount of $150,000.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a license agreement, including General License Terms and Conditions and City of Kingsport Addendum Addendum to the Master License Agreement No. 310878 with Environmental Systems Research Institute (ESRI), and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

License Agreement
Agreement No. 310878

Esri Products are licensed under the terms and conditions of the License Agreement. This signature page, when attached to the License Agreement (E204) (including Exhibit 1—Scope of Use [E300]) and executed by the licensee named below ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), will supersede the License Agreement presented in the installation process requiring acceptance by electronic acknowledgment and will constitute a signed License Agreement as required in the preamble statement of the E204 document.

This signed License Agreement includes (i) this signature page, (ii) the License Agreement (E204) General License Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), and (iv) City of Kingsport Addendum. The parties acknowledge that they have read and understood this License Agreement and agree to be bound by the terms and conditions hereof.

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IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and effective as of the last date written below.

(Acknowledgements Deleted for Inclusion in this Resolution)
(E204 07/06/2016)

This License Agreement is between you ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

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b. *Data.* Data terms of use are set forth in Addendum 2.

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9.3 Force Majeure. A party will not be liable for any failure of or delay in the performance of this License Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes or labor disputes, cyber attacks, laws or government orders, or any other force majeure event.

9.4 Compliance Review. Licensee will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this License Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts no fewer than seven (7) business days' written notice, or may appoint an independent third party to conduct such a compliance review on its behalf. Licensee will promptly correct any noncompliance identified during the compliance review. Neither Esri nor distributor may conduct a compliance review of Licensee within twelve (12) months after the conclusion of any prior compliance review that does not reveal a material Licensee noncompliance.

9.5 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all applicable taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.6 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.7 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.8 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this License Agreement.

9.9 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.10 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri or its authorized distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.11 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Esri licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212/12.213 or DFARS Subpart 227.7202, or equivalent policy for intellectual property or technology developed at private expense, as applicable. Esri Data and Content are licensed under the same DFARS Subpart 227.7202 policy as commercial computer software for transactions made under DFARS, as these items contain, are bundled with, or are provided for use with Software or Online Services. Products are subject to restrictions, and this License Agreement strictly governs Licensee's use, modification, performance, reproduction, release, display, or disclosure of Products. License provisions that are inconsistent with federal law will not apply. A US government Licensee may transfer Software to any of its facilities to which it transfers the computer(s) on which such Software is installed. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.12 Governing Law, Arbitration

a. *Licensees in the United States of America, Its Territories, and Outlying Areas*. This License Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property and for US government agency use. Except as provided in Section 9.10, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

b. *All Other Licensees*. Except as provided in Section 9.10, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. The place of the arbitration shall be at an agreed-upon location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.13 Maintenance. Maintenance for qualifying Products consists of updates and other benefits, such as access to technical support, specified in Esri's or its distributor's current applicable maintenance policy.

9.14 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.

9.15 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.16 Entire Agreement. This License Agreement, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.

EXHIBIT 1 SCOPE OF USE (E300 04/11/2016)

ADDENDUM 1 SOFTWARE TERMS OF USE (E300-1)

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software- license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting General License Terms and Conditions of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Product on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a full use license that authorizes Licensee to install and use the Software for all uses permitted in the License Agreement and as described in the Documentation.
3. "Development Server License" means a license that authorizes Licensee to install and use the Software to build and test Value-Added Applications as described in the Documentation.
4. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
5. "Esri Content Package" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online Basemap Services.
6. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
7. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.
8. "Personal Use" means personal, noncommercial use by an individual User. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental or non-profit entities.
9. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
10. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
11. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

Desktop Products

- ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6)
- ArcGIS Earth (65; Addendum 2, Note 1)
- ArcGIS Explorer Desktop (20; Addendum 2, Note 1)
- ArcGIS for AutoCAD (20)
- ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)
- ArcReader (20; Addendum 2, Note 1)
- Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4)
- ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1)
- ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1)
- ArcGIS for Personal Use (3; Addendum 2, Note 1)

Server Products

- ArcGIS for Server
  - Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms)
- ArcGIS for Server Extension
  - ArcGIS for INSPIRE (Addendum 2, Note 1)

– ArcGIS for Maritime: Server (2)

- Esri Business Analyst for Server
  - Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
  - Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
- Portal for ArcGIS (21; 31; Addendum 2, Note 1)
- Esri Tracking Server (31)

Developer Tools

- AppStudio for ArcGIS Standard (11, 16, 19)
- ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1)
- ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1)
- ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6)
- ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1)
- Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)
- Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6)
- Esri File Geodatabase API (47)

Bundled Products

- ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)

Other

Navigator for ArcGIS (14)

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.
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4–9. Reserved.

10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. May be used for navigational purposes only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. May be used for navigational purposes.
15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value- Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
17. Reserved.

18. The Deployment License is per Value-Added Application per computer.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:
a. The Software is reproduced and distributed in its entirety;
b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
c. All copyright and trademark attributions/notices are reproduced; and
d. There is no charge or fee attributable to the use of the Software.
21. Licensee may build a Value-Added Application(s) for use by Licensee's Named Users.
a. Licensee may not embed a Named User credential into a Value-Added Application. Licensee may not embed or use App Login Credentials in Value-Added Applications. Value-Added Applications require Named User login credentials.
22. a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value- Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. Reserved.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
33. 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third- party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Can only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction

with other Esri Product(s).

66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2 DATA TERMS OF USE

(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

- ArcGIS Online Data (1)
- StreetMap Premium for ArcGIS (2)
- StreetMap for Windows Mobile (2)
- StreetMap for ArcPad (2)
- StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)
- HERE Traffic Data (11; Addendum 1, Note 1)
- Data Appliance for ArcGIS (3)
- Business Analyst Data (4, 10)
- Demographic, Consumer, and Business Data ("Esri Data") (5, 10)
- Data and Maps for ArcGIS (6)
- Esri MapStudio Data (9)
- World Geocoder for ArcGIS Basic (7)

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

Basemap Data and Geocode Search Transactions:

a. Licensee may take basemap data offline through Esri content packages and subsequently delivered (transferred) to any device for use exclusively with licensed ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.

b. Basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12) - month period. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.

b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

c. BODC bathymetry data is subject to the terms of use found at http://www.esri.com/terms-of-use-bodc.

d. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.

2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:

a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.

b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:

a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.

b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946- icubed.pdf.

d. BODC bathymetry data is subject to the terms of use found at http://www.esri.com/terms-of-use-bodc.

4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:

a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.

c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

d. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.

e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.

g. D&B Data: May not be used for direct mailing or direct marketing purposes.

5. *Demographic, Consumer, and Business Data ("Esri Data"):* This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:

- Single Use: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
- Internal Site/Server—Known User: Permits access by named (known) users for Licensee's internal use. Web access by those Named Users is permitted.
- Public website (noncommercial)—Constituent-Served Model: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
- Public website (commercial) Known User: Permits Licensee to use the Data in an externally facing Value- Added Application for use by Named Users and to generate revenue from such Value-Added Application.
- Public website (commercial) Anonymous User: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/redistribution-rights, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.

b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. Limited to 250,000,000 geocodes during the term of the subscription.

8. Reserved.

9. *MapStudio Data:* Use of this Data is subject to the following terms and conditions:

a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.

b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946- icubed.pdf.

d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.

11. *ArcGIS for Transportation Analytics—HERE traffic data option:* This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:

a. HERE traffic data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.

b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.

c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.

d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast or through any RDS delivery method.

e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.

f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3

ONLINE SERVICES ADDENDUM (E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software- license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.

b. "API" means application programming interface.

c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.

d. "ArcGIS Website" means http://www.arcgis.com and any related or successor websites.

e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.

f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.

g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.

h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.

i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services and excluding Content provided by third parties that Licensee accesses through Online Services.

j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.

k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.

l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.

m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

a. Provide Online Services to Licensee in accordance with the Documentation;

b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and

c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.

b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Licensee's Content that is Covered Defense information (CDI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable,

Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.
2.9 Attributions. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:
3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.
3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.
3.3 Service Interruption Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.
3.4 Service Suspension. Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.
3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.
4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.
4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.
4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for

download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

- ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)
- Esri Business Analyst Online (3; Addendum 2, Note 1)
- Esri Business Analyst Online Mobile (3; Addendum 2, Note 1)
- Esri Community Analyst (3; Addendum 2, Note 1)
- Esri Redistricting Online (Addendum 2, Note 1)
- Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)
- Navigator for ArcGIS (Addendum 1, Note 14)

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.

b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:

i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).

ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.

iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.

iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees

for Online Services as required.
v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
i. Licensee is also permitted to
(1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and
(2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
(a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
(b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
(c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value- Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
(d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
e. For ArcGIS Online Public Plan accounts:
i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
- This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).

ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
f. For ArcGIS Online Development and Testing Plan accounts:
i. Subject to the terms of this License Agreement, Licensee is permitted to
(1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
- This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).

ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at http://links.esri.com/agol/transactiondef.
h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
- This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for

teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.

i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.

b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.

3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.

4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.

ADDENDUM 4 LIMITED USE PROGRAMS

(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

- Educational Programs (1)
- Grant Programs (2)
- Other Esri Limited Use Programs (3)

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.

2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.

3. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

City of Kingsport Addendum

ADDENDUM TO THE MASTER LICENSE AGREEMENT 310878

WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

This Addendum (hereinafter "Addendum") amends the Master License Agreement between Environmental Systems Research Institute, Inc. (hereinafter "ESRI") and City of Kingsport, Tennessee (hereinafter "City"), and the Quotation, the Standard Terms and Conditions at www.esri.com/legal and any other documents or terms incorporated therein in any of those documents or terms by reference ("hereinafter Agreement"). Notwithstanding any provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary in the Agreement, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. Accordingly, the Agreement is amended as follows:

1. Indemnity, Limitation of Liability and Disclaimer of Warranty. Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless ESRI or any other person or entity is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq.* Any limitation of liability provision contained in the Agreement is enforceable

only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq.* Because Tennessee law may not allow City to agree to the disclaimer of warranties such exclusion may not be applicable to City, and such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. City reserves all rights afforded to local government under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law.

2. Non-appropriation. ESRI acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the Agreement, and any unused payment made to ESRI shall be returned to City.

3. Damages. The Agreement does not create an obligation by City to pay any damages in excess of those amounts legally available to satisfy City's obligations under the Agreement.

4. Confidentiality. The Agreement and any documents or material obtained by City is subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act, set out in T. C. A. § 10-7-503 et seq., without regard to any provision contained in the Agreement declaring information confidential. City must, upon proper request, release public documents and records as defined by T. C. A. §10-7-503 et seq., including this Agreement and all records created and maintained related to the Agreement without the requirement to disclose such request to ESRI or providing ESRI with the time to obtain a protective order.

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

6. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue. Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. The parties agree that mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee, and the parties consent to such venue and jurisdiction.

7. No Taxes, No Interest Payments. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply ESRI with its Sales and Use Tax Exemption Certificate upon ESRI's request. ESRI shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and ESRI shall assume all liability for such taxes, if any, should such be incurred. City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

8. Intentionally Omitted

9. Intentionally Omitted

10. Intentionally Omitted

11. Binding Effect. No employee of City or any other person, without authorization of the board of mayor and aldermen of City can bind City to any contract or agreement and anything contrary contained in the Agreement or the Terms of Service to the contrary is void as it applies to City.

12. No Liability of City Officials and Employees. No member, official, or employee of City shall be personally liable to ESRI or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

13. Survival. This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

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 18th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

September 27, 2016

Mr. Jake White
City of Kingsport
225 W Center St
Kingsport, TN 37660

Dear Jake,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

380 New York Street
Redlands, California 92373-8100 USA

909 793 2853
info@esri.com

esri.com

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.

- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.

- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.

2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri Attn: Customer Service SG-ELA 380 New York Street Redlands, CA 92373-8100	e-mail: service@esri.com fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Dawn Matasic

Quotation # 20495108

Date: September 27, 2016

Customer # 6975 **Contract #**

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (909) 793-2853 **Fax: (704) 541-7620**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 09/27/2016 To: 12/26/2016

City of Kingsport
Development Services
225 W Center St
Kingsport, TN 37660

ATTENTION: Jake White
PHONE: (423) 229-9318
FAX: 423-224-2706

Material	Qty	Description	Unit Price	Total
110037	1	Year One: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year Two: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year Three: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	$150,000.00

**As you can see the proposal is totaled for all three years, however the PO only needs to be for one year at a time. Payment for the second and third year will be due on the anniversary date of your ELA. The start date of the ELA is the day we receive your initial PO and signed agreement.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dawn Matasic **Email:** dmatasic@esri.com **Phone:** (909) 793-2853 x8647

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

MATASICD **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # 20495108

Date: September 27, 2016

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To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 09/27/2016 To: 12/26/2016

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative **Date**

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dawn Matasic **Email:** dmatasic@esri.com **Phone:** (909) 793-2853 x8647

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

MATASICD **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Licensee"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions
ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) Level 4 ArcGIS Online Subscription+
One (1) Level 4 Portal for ArcGIS Subscription+

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested**	**2**
Self-Paced e-Learning	**Uncapped**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.
+The quantity of named users and credits are specified in the corresponding program description.

Licensee may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at http://www.esri.com/legal/software-license; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Licensee locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at http://support.esri.com/en/content/productlifecycles. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed during the Term of Agreement, but Licensee will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at http://www.esri.com/legal). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Licensee and provide Authorization Codes to activate the nondestructive copy protection program that enables Licensee to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee thirty (30) calendar days before the annual anniversary date for each additional year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Licensee acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Licensee to issue a purchase order. Licensee may submit a purchase order in accordance with its own process requirements, provided that if Licensee issues a purchase order, Licensee will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Licensee will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, Or Divestitures

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will transfer the Products to Licensee or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Quotation # 20495107

Date: September 27, 2016

Customer # 6975 **Contract #**

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (909) 793-2853 **Fax: (704) 541-7620**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 09/27/2016 To: 12/26/2016

City of Kingsport
Development Services
225 W Center St
Kingsport, TN 37660

ATTENTION: Jake White
PHONE: (423) 229-9318
FAX: 423-224-2706

Material	Qty	Description	Unit Price	Total
116998	1	Year One: Small Enterprise License Agreement Training Package Add-On at ESRI Site 30 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 10 Days per Annum Instructor Led Training	5,300.00	5,300.00
116998	1	Year Two: Small Enterprise License Agreement Training Package Add-On at ESRI Site 30 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 10 Days per Annum Instructor Led Training	5,300.00	5,300.00
116998	1	Year Three: Small Enterprise License Agreement Training Package Add-On at ESRI Site 30 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 10 Days per Annum Instructor Led Training	5,300.00	5,300.00

Item Total:	15,900.00
Subtotal:	15,900.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$15,900.00

**As you can see the proposal is totaled for all three years, however the PO only needs to be for one year at a time. Payment for the second and third year will be due on the anniversary date of your ELA. The start date of the ELA is the day we receive your initial PO and signed agreement.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dawn Matasic **Email:** dmatasic@esri.com **Phone:** (909) 793-2853 x8647

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

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Quote is valid from: 09/27/2016 To: 12/26/2016

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If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative **Date**

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dawn Matasic **Email:** dmatasic@esri.com **Phone:** (909) 793-2853 x8647

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

MATASICD **This offer is limited to the terms and conditions incorporated and attached herein.**

TRAINING TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Training Agreement (**"Agreement"**) is between you (hereinafter **"Client"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**). Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

This Agreement allows Esri to conduct training courses and provide training-related services to Client who wishes to obtain training in the use of Esri GIS software. Both parties agree to the terms and conditions contained below.

ARTICLE 1—DEFINITIONS

a. **"Client-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic, vector data, coordinates, raster, or associated tabular attributes supplied by Client for use in training.
b. **"Esri Mobile Lab"** means Esri hardware shipped to domestic US Client site training events, if Client does not have the required hardware to host a scheduled training event, consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches.
c. **"Esri Training Event Assistant"** means Client's primary Esri liaison in organizing Client site and private training events.
d. **"Student"** means a registered participant for a specific training course, Client coaching services, or training-related services.
e. **"Training Materials"** means digital or print content required to complete a course, which may include, but are not limited to, workbooks, data, concepts, exercises, and exams.

ARTICLE 2—TRAINING DESCRIPTION

2.1 Instructor-led training and Client coaching services are offered by Esri in the use of Esri's GIS Software.

a. Instructor-led training is offered online in a cloud-based environment, at a Client site, or at an Esri learning center. Course information, location, dates, number of maximum participants, and registration requirements are located in the Esri training catalog (http://training.esri.com). Courses are conducted in close conformance with the course description outlined in the Esri training catalog and are subject to change due to limitations or constraints including, but not limited to, technical capabilities, and Client's needs.
b. Client coaching services are available for Client to enhance the learning experience by providing extra time to review and practice course concepts with an instructor's on-site guidance.

ARTICLE 3—ESRI'S RESPONSIBILITIES

3.1 Esri will

a. Provide training in a manner consistent with the technical and professional standards of the industry.
b. Provide an instructor qualified to conduct the training course(s), Client coaching services, or training-related services.
c. Provide all necessary Training Materials for Student.
d. Confirm class approximately ten (10) business days prior to the scheduled start date. Client site and private classes confirmation is dependent on receipt of the completed Client site training request form and intended method of payment.

ARTICLE 4—CLIENT'S RESPONSIBILITIES

4.1 Client will

a. Ensure all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Student[s] will not be permitted to view or participate in an online classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Student[s].

b. Confirm all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
c. Submit registrations with a confirmed payment commitment at least seven (7) business days prior to the scheduled start date. Registrations submitted without payment commitment will not be a guaranteed reservation and will be added to a wait list pending payment confirmation. All wait list reservations are subject to availability.
d. Submit to the Esri Training Event Assistant a list of the names and e-mail addresses of Student[s] who are to attend a Client site or private training event at least three (3) business days before the scheduled start date. Subject to compliance with Article 14 Export Control Regulations, any Student who is a resident of a US embargoed country or is found on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists will not be permitted to attend the training event.
e. Be responsible for all Student travel arrangements and agrees that Esri is not responsible for losses from nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations.
f. Complete and submit an Esri Client site training request form, if applicable, and ensure that the class environment adheres to the requirements for Esri Training as found online at http://training.esri.com/gateway/index.cfm?fa=classroom.requirements.
g. Ensure Student use of Training Materials provided by Esri complies with the terms of this Agreement.
h. Assume full responsibility for Student attending training course(s) under this Agreement. Client agrees to indemnify Esri, its officers, directors, and employees for any and all claims, liabilities, and expenses (including reasonable legal fees) arising out of or based on any uncured material breach by Student of the terms and conditions of this Agreement.
i. Ensure Student does not use audio and/or video recording equipment within the classroom without prior written approval from Esri.

4.2 If the Esri Mobile Lab is used, Client will

a. Immediately report any existing damage to Esri Mobile Lab equipment to Training Event Assistant, upon receipt of the equipment.
b. Keep Esri Mobile Lab equipment in a secure, locked area between training event sessions.
c. Ensure that only registered Student[s] use Esri Mobile Lab equipment.
d. Be responsible for loss of, damage to, and/or theft of Esri Mobile Lab equipment while in Client's possession.
e. Warrant that it maintains sufficient insurance coverage obligations created by this Agreement and by law.
f. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of training. Any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
g. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the training event.

ARTICLE 5—INSURANCE AND INDEMNIFICATION

5.1 Insurance. Esri carries, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:

    1. Premises and operations
    2. Blanket contractual liability
    3. Broad form property damage
    4. Independent contractors
    5. Personal injury, with employee exclusion deleted
    6. Completed operations

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

5.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys' fees, arising out of any action or claim for bodily injury, death, or property

damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 6—LICENSING AND MATERIALS

6.1 Training Materials Reservation of Ownership. This Agreement gives Student certain limited rights to use electronic and tangible versions of the Training Materials. Esri and its licensor(s) retain exclusive rights, title, and ownership to the copy of Training Materials, software, data, and documentation licensed under this Agreement. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted in this Agreement are reserved to Esri and its licensor(s).

6.2 Grant of License. Esri grants to Student a personal, nonexclusive, nontransferable license to use Training Materials for Student's own training purposes. Student may run and install one (1) copy of Training Materials and reproduce one (1) copy of Training Materials. Student may make one (1) additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.

6.3 Training Materials are intended solely for the use of the training of the individual Student who registered and attended a specific training course. Student may not (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, use in conjunction with any other software package, and/or merge and compile into a separate database(s) or documents for other analytical uses; (ii) make any attempt to circumvent the technological measure(s) (e.g., software or hardware key) that effectively controls access to Training Materials; (iii) remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or (iv) use audio and/or video recording equipment during a training course.

6.4 Client-Supplied Training Data. Client will retain ownership of any Client-Supplied Training Data.

6.5 Software. Client's existing license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license will cover all applicable terms of use for Esri provided software, data, documentation, and content used by Student during a training event. Esri may issue temporary Esri software licenses for Client site training if Client has an insufficient number of Esri software licenses available at Client's training facility. Client must uninstall all temporary Esri software licenses and return any media provided by Esri upon conclusion of the training event.

ARTICLE 7—TERM AND TERMINATION

7.1 This Agreement is effective upon acceptance. Either party may terminate this Agreement at any time upon written notice to the other party or for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of this Agreement for breach, Esri may request Client to return or destroy all copies of Training Materials in its possession, and any whole or partial copies, in any form and deliver evidence of such destruction to Esri, which evidence shall be in a form acceptable to Esri in its sole discretion. The parties agree that all provisions that operate to protect the rights of Esri and its licensor(s) shall remain in force should breach occur. Termination does not relieve Client from payment for any current or outstanding training registrations. Upon termination, Client agrees to pay Esri all current and outstanding invoices for training. Student[s] who are currently registered for a training course are granted the right to continue to attend the training course subject to the terms and conditions of this Agreement.

ARTICLE 8—STUDENT REGISTRATION AND TRAINING EVENT CHANGE POLICY

8.1 Individual Student Seats. Client will provide written notice to Esri's Customer Service department at service@esri.com of any Student transfer, cancellation, or substitution requests at least three (3) business days before the scheduled start date.

a. Multiple requests and any requests that occur without the three (3) business days advance notice are subject to a fee, as determined by Esri.
b. Cancellation of Student registrations that occur without the three (3) business days advance notice are subject to the full training event fee.
c. Substitute Student must be from the same organization as Student being replaced.

8.2 Client Site/Private Class/Coaching Services (Training Event). Client will provide written notice to Esri's Customer Service department at service@esri.com of any training event reschedule, cancellation, or Student substitution requirements at least three (3) business days before the scheduled start date.

a. Training event reschedules and cancellations that occur without the three (3) business days advance notice are subject to the full training event fee. Client will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab) for all rescheduled or canceled training events.
b. Student substitutions that occur without the three (3) business days advance notice are subject to a fee. Substitute Student must be from the same organization as Student being replaced.

8.3 If cancellation of a training event is necessary due to force majeure as described in Article 11 below, the affected party is released in full from the three (3)-business day notification. The affected party will either reschedule or cancel the training without incurring any liability.

8.4 If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled start date.

8.5 Unless specifically authorized in writing by Esri, Client is not authorized to resell seat(s) to an Esri training event.

ARTICLE 9—PAYMENT

9.1 Payments

a. Accepted payment methods are found at http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails.
b. Esri will invoice Client upon completion of each training course. Client's payment will be due no later than thirty (30) days after receipt of the invoice.
c. If Client is invoiced and pays that invoice prior to the scheduled training event, then Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the training days. For a multiyear order, the training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

ARTICLE 10—CONFIDENTIAL INFORMATION

10.1 Except for any personally identified information (PII), any data or information controlled for export under the United States International Traffic in Arms Regulations (ITAR), or other classified data, Esri or Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

ARTICLE 11—FORCE MAJEURE

11.1 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, or demand; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 12—WARRANTY

12.1 Limited Warranty. Esri warrants that the media upon which Training Materials is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

12.2 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE TRAINING AND TRAINING MATERIALS CONTAINED THEREIN ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT

WARRANT THAT THE TRAINING OR TRAINING MATERIALS WILL MEET CLIENT'S NEEDS OR EXPECTATIONS; THAT THE USE OF TRAINING MATERIALS WILL BE UNINTERRUPTED; OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. THE TRAINING DATABASE HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS, AND THE OPINIONS BASED THEREON, ARE NOT GUARANTEED. THE TRAINING DATABASE MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, AND/OR OMISSIONS. ESRI AND ITS LICENSOR(S) DO NOT WARRANT THAT THE TRAINING DATABASE WILL MEET CLIENT'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE TRAINING DATABASE WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ESRI AND ITS LICENSOR(S) ARE NOT INVITING RELIANCE ON THIS TRAINING DATABASE, AND CLIENT OR STUDENT SHOULD ALWAYS VERIFY ACTUAL DATA, WHETHER MAP, SPATIAL, RASTER, TABULAR INFORMATION, AND SO FORTH. THE DATA CONTAINED IN THIS PACKAGE IS SUBJECT TO CHANGE WITHOUT NOTICE. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY TRAINING DATA. TRAINING DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. NEITHER CLIENT NOR STUDENT SHOULD RELY ON ANY TRAINING DATA UNLESS CLIENT HAS VERIFIED TRAINING DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

12.3 Exclusive Remedy. Client's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 12 shall be limited, at Esri's sole discretion, to (i) replacement of any defective Training Materials; (ii) repair, correction, or a workaround for Training Materials, or (iii) return of the fees paid by Client for Training Material that do not meet Esri's limited warranty, provided that Client uninstalls, removes, and destroys all copies of the Training Materials; and executes and delivers evidence of such actions to Esri.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

13.1 EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

14.1 Client must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Client expressly acknowledges and agrees not to export, reexport, transfer, or release Esri provided Training Materials, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

ARTICLE 15—TAXES

15.1 Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due.

ARTICLE 16—UCC INAPPLICABILITY

16.1 Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

ARTICLE 17—GOVERNING LAW

17.1 This Agreement is governed by and construed in accordance with the laws of the state in which training is being held or, in the case of training provided over the Internet, the laws of the State of California, without reference to its conflict of laws principles.

ARTICLE 18—ENTIRE AGREEMENT

18.1 This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. The undersigned hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflect the signing of the document by Client. Duplicates are valid and binding even if an original paper document bearing Client's original signature is not delivered.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

_____	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Client)	(Esri)
By: _____	By: _____
Authorized Signature	Authorized Signature
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

License Agreement
Agreement No. 310878

Esri Products are licensed under the terms and conditions of the License Agreement. This signature page, when attached to the License Agreement (E204) (including Exhibit 1—Scope of Use [E300]) and executed by the licensee named below (**"Licensee"**) and **Environmental Systems Research Institute, Inc. ("Esri")**, will supersede the License Agreement presented in the installation process requiring acceptance by electronic acknowledgment and will constitute a signed License Agreement as required in the preamble statement of the E204 document.

This signed License Agreement includes (i) this signature page, (ii) the License Agreement (E204) General License Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), and (iv) City of Kingsport Addendum. The parties acknowledge that they have read and understood this License Agreement and agree to be bound by the terms and conditions hereof.

This signed License Agreement may be executed in duplicate by the parties. An executed License Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by any party. Duplicates are valid and binding even if an original paper document bearing each party's original signature is not delivered. This License Agreement may also be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and effective as of the last date written below.

CITY OF KINGSPORT _____
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Licensee Contact Information

Contact: _____

Address: _____

City, State, ZIP: _____

_____

_____

Telephone: _____

Fax: _____

E-mail: _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

(E204 07/06/2016)

This License Agreement is between you (**"Licensee"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
b. "Beta" means any alpha, beta, or prerelease Product.
c. "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.
d. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
e. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software, Self-Paced E-Learning, and Online Services or delivered independently.
f. "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
g. "Documentation" means all user reference documentation that is delivered with the Software.
h. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information.
i. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
j. "Perpetual License" means a license to use a version of a Product for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this License Agreement.
k. "Product(s)" means Software, Self-Paced E-Learning, Data, Online Services, and Documentation licensed under the terms of this License Agreement.
l. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
m. "Self-Paced E-Learning" means a collection of self-paced learning resources for the ArcGIS platform, accessible from the Esri Training website.
n. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available.
o. "Software" means all or any portion of Esri's proprietary software technology, excluding Data, accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
p. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
q. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Esri and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents and Documentation (i) for which the applicable license fees have been paid; (ii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor; and (iii) for the applicable Term or, if no Term is applicable or identified, until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at http://www.esri.com/legal/software-license. Addendums only apply to Products specifically identified within an Addendum. Exhibit 1—Scope of Use (E300) includes Addendums for the following Product types, which are incorporated by reference:

a. *Software.* Terms of use for specific Software products are set forth in Addendum 1.
b. *Data.* Data terms of use are set forth in Addendum 2.
c. *Online Services.* Terms of use for Online Services are set forth in Addendum 3.
d. *Limited Use Programs*. Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4.

3.2 Evaluation and Beta Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Esri or distributor maintenance.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

a. For Products delivered to Licensee, Licensee may

    1. Install and store Products on electronic storage device(s);
    2. Make archival copies and routine computer backups;
    3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
    4. Move the Software in the licensed configuration to a replacement computer; and
    5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.

b. *Commercial Application Service Provider Use.* Licensee may use the Product for Commercial ASP Use provided that Licensee (i) acquires a Commercial ASP Use license, or (ii) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit.
c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and distribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary

rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Esri and its licensors. All rights reserved."

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EXHIBIT 1
SCOPE OF USE
(E300 04/11/2016)

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(E300-1)

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64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Can only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Product(s).
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap for Windows Mobile (2) ▪ StreetMap for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ HERE Traffic Data (11; Addendum 1, Note 1) ▪ Data Appliance for ArcGIS (3)	▪ Business Analyst Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Esri MapStudio Data (9) ▪ World Geocoder for ArcGIS Basic (7)

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

   Basemap Data and Geocode Search Transactions:

   a. Licensee may take basemap data offline through Esri content packages and subsequently delivered (transferred) to any device for use exclusively with licensed ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
   b. Basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address

or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. BODC bathymetry data is subject to the terms of use found at http://www.esri.com/terms-of-use-bodc.
d. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.

2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:

   a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
   b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:

   a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.
   b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
   c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
   d. BODC bathymetry data is subject to the terms of use found at http://www.esri.com/terms-of-use-bodc.

4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:

   a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
   b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
   c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the

Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

d. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.
e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
g. D&B Data: May not be used for direct mailing or direct marketing purposes.

5. *Demographic, Consumer, and Business Data ("Esri Data"):* This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:

   - **Single Use:** Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
   - **Internal Site/Server—Known User:** Permits access by named (known) users for Licensee's internal use. Web access by those Named Users is permitted.
   - **Public website (noncommercial)—Constituent-Served Model:** Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
   - **Public website (commercial) Known User:** Permits Licensee to use the Data in an externally facing Value-Added Application for use by Named Users and to generate revenue from such Value-Added Application.
   - **Public website (commercial) Anonymous User:** Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

   a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/redistribution-rights, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
   b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. Limited to 250,000,000 geocodes during the term of the subscription.
8. Reserved.
9. *MapStudio Data:* Use of this Data is subject to the following terms and conditions:

   a. HERE data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.
   b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option:* This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:

    a. HERE traffic data is subject to the terms of use at http://www.esri.com/supplierterms-HERE.
    b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
    c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
    d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
    e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
    f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
b. "API" means application programming interface.
c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
d. "ArcGIS Website" means http://www.arcgis.com and any related or successor websites.
e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services and excluding Content provided by third parties that Licensee accesses through Online Services.
j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been

paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

a. Provide Online Services to Licensee in accordance with the Documentation;
b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Licensee's Content that is Covered Defense information (CDI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES

NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

3.4 Service Suspension. Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose

Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri Business Analyst Online (3; Addendum 2, Note 1) ▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1) ▪ Esri Community Analyst (3; Addendum 2, Note 1)	▪ Esri Redistricting Online (Addendum 2, Note 1) ▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9) ▪ Navigator for ArcGIS (Addendum 1, Note 14)

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

   a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.

   b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:

      i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
      ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
      v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
      vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
      vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

   c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:

      i. Licensee is also permitted to

         (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and

(2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:

(a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
(b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
(c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
(d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.

d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.

e. For ArcGIS Online Public Plan accounts:

i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.

- This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).

ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

f. For ArcGIS Online Development and Testing Plan accounts:

i. Subject to the terms of this License Agreement, Licensee is permitted to

(1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.

- This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).

ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:

i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at http://links.esri.com/agol/transactiondef.

h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.

- This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.

i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

   a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
   b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.

3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

▪ Educational Programs (1) ▪ Grant Programs (2)	▪ Other Esri Limited Use Programs (3)

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. **"Administrative Use"** means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

City of Kingsport Addendum
ADDENDUM TO THE MASTER LICENSE AGREEMENT 310878 WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

This Addendum (hereinafter "Addendum") amends the Master License Agreement between Environmental Systems Research Institute, Inc. (hereinafter "ESRI") and City of Kingsport, Tennessee (hereinafter "City"), and the Quotation, the Standard Terms and Conditions at www.esri.com/legal and any other documents or terms incorporated therein in any of those documents or terms by reference ("hereinafter Agreement"). Notwithstanding any provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary in the Agreement, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. Accordingly, the Agreement is amended as follows:

1. Indemnity, Limitation of Liability and Disclaimer of Warranty. Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless ESRI or any other person or entity is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq.* Any limitation of liability provision contained in the Agreement is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq*. Because Tennessee law may not allow City to agree to the disclaimer of warranties such exclusion may not be applicable to City, and such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. City reserves all rights afforded to local government under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law.

2. Non-appropriation. ESRI acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the Agreement, and any unused payment made to ESRI shall be returned to City.

3. Damages. The Agreement does not create an obligation by City to pay any damages in excess of those amounts legally available to satisfy City's obligations under the Agreement.

4. Confidentiality. The Agreement and any documents or material obtained by City is subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act, set out in T. C. A. § 10-7-503 et seq., without regard to any provision contained in the Agreement declaring information confidential. City must, upon proper request, release public documents and records as defined by T. C. A. §10-7-503 et seq., including this Agreement and all records created and maintained related to the Agreement without the requirement to disclose such request to ESRI or providing ESRI with the time to obtain a protective order.

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

6. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue. Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. The parties agree that mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee, and the parties consent to such venue and jurisdiction.

7. No Taxes, No Interest Payments. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply ESRI with its Sales and Use Tax Exemption Certificate upon ESRI's request. ESRI shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and ESRI shall assume all liability for such taxes, if any, should such be incurred. City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

8. Intentionally Omitted
9. Intentionally Omitted

10. Intentionally Omitted

11. Binding Effect. No employee of City or any other person, without authorization of the board of mayor and aldermen of City can bind City to any contract or agreement and anything contrary contained in the Agreement or the Terms of Service to the contrary is void as it applies to City.

12. No Liability of City Officials and Employees. No member, official, or employee of City shall be personally liable to ESRI or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

13. Survival. This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

KINGSPORT
TENNESSEE

Geograhpic Information Systems Division

TO: Jeff Fleming
City Manager

FROM: Jake White
GIS Manager

DATE: August 29, 2016

RE: Local Government Enterprise License Agreement with Environmental Systems Research Institute (ESRI)

As you are aware, the City of Kingsport's GIS Division has used ESRI's geographic information system software since 1992. We have continued our yearly software maintenance agreement with ESRI since that time. Recently the City of Kingsport's utilization of ESRI's GIS software has reached a level that it is more cost effective to license the software through a Local Government Enterprise License Agreement (ELA).

City Code Section 2-599 permits the City Manager to enter in to a one source contract when it is determined to be in the best interest of the City of Kingsport. It is my opinion that this ELA agreement with ESRI warrants such simply because ESRI is the sole provider of our current GIS software.

If you are in agreement with this recommendation I would ask that you sign below in order to have documentation in the file. Should you have any questions please feel free to contact me.

Approved: Jeff Fleming Date: 8/30/16

Improvement Building | Development Services
201 West Market Street | Kingsport, TN 37660-4265 | P: 423-229-9310
www.kingsporttn.gov

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, Ext. 1-1990
Email: jricks@esri.com

DATE: July 20, 2016

TO: Jack White, City of Kingsport, TN

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

J. Ricks

Jackie Ricks
Contract Coordinator

Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Two (2) Agricultural Tractors with Mower Attachments

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-267-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Committee
Presentation By: C. McCartt, R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on October 4, 2016 for the purchase of two agricultural tractors with mower attachments for use by the Grounds Maintenance Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on September 18, 2016 and placed on our website for 17 calendar days. It is the recommendation of the committee to accept the low compliant bid from Premier Equipment, LLC for two (2) Kubota M706 OHDC as follows:

	$32,998.00	Unit Price
Add	$6,492.00	Option 1A (pull type rotary mower)
	$78,980.00	Total Purchase Price

These are Fleet Additions.

Funding is identified in Project/Account # GP1703 31100006019006.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: JS

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO AGRICULTURAL TRACTORS WITH MOWER ATTACHMENTS TO PREMIER EQUIPMENT, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened October 4, 2016, for the purchase of two (2) agricultural tractors with mower attachments for use for the use at the grounds maintenance department; and

WHEREAS, upon review of the bids, the board finds Premier Equipment, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) Kubota M706 OHDC agricultural tractors with mower attachment from Premier Equipment, LLC, at a total purchase cost of $78,980.00; and

WHEREAS, funding is identified in Project/Account # GP1703 31100006019006.

Now therefore,

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

SECTION I. That the bid for the purchase two (2) Kubota M706 OHDC agricultural tractors with mower attachment, at a total purchase cost of $78,980.00, is awarded to Premier Equipment, LLC, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 18th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
October 4, 2016
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

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

The Procurement Manager opened with the following bids:

AGRICULTURAL TRACTORS						
Vendor:	Qty.:	Unit Cost:	Option 1A:	Option 2A:	Delivery Time:	Make/Model:
Premier Equipment	2	$30,877.00	$6,492.00	$3,994.00	90 Days	Kubota M606 OHDC
Premier Equipment	2	$34,862.00	$6,492.00	$3,994.00	90 Days	Kubota M706 OHDC12
Premier Equipment	2	$32,998.00	$6,492.00	$3,994.00	90 Days	Kubota M706 OHDC
Meade Tractor	2	$33,850.00	$6,100.00	$4,700.00	80 Days	John Deere

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

FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager

From: Steve Hightower, Fleet Manager

Date: May 12, 2014

Re: Interstate 26 Mowing Equipment Purchase Recommendation

Public Works has reviewed the Interstate 26 Mowing Equipment Bid documents and are recommending to purchase the compliant bid tractor of the following vendor quoted at $32,998 each. It is also requested to purchase Option 1A PULL TYPE ROTARY MOWER quoted at $6,492 each. These units will be used by the Public Works Grounds Maintenance Department to maintain the right of way appearance of Interstate 26 and possibly other right of ways. Ronnie Hammonds, Streets and Sanitation Manager, has provided his Memo of Recommendation, which is attached below.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	Kubota M706 OHDC	Premier Equipment	3.4 Gal@75% max load estimate

Compliant Bidder

The compliant bid offering of Premier Equipment, Kingsport, Tennessee, is compliant to all the minimum specification requirements outlined in the bid document. The low bid offering of Premier Equipment was not compliant to the minimum bid specifications with regards to the transmission offering.

Additionally, Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery for these units are 90 days and 15 days to correct inspection deficiencies with a $50 dollar a day penalty assessed.

00%

Fuel Economy Improvement

No fuel economy improvements would be realized. These units will be additions to the fleet.

Trade In(s)

a. Not Applicable

Origin/ Dealer Information

2. New Unit(s) Origin of Manufacture:
    a. Tractor – Osaka, Japan
        i. 5 % Domestic/ 95 % Foreign Materials
3. New Unit(s) Purchase Dealer:
    a. Tractor – Premier Equipment – Kingsport, TN

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

Thank you.

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

MEMORANDUM
October 7, 2016

TO: Steve Hightower, Fleet Manager
FROM: Ronnie Hammonds, Streets and Sanitation Manager
SUBJECT: Award of Bid for Agricultural Tractors

We have reviewed the bids for the Agricultural Tractors and recommend that the bid be awarded to Premier Equipment for the Kubota M706 OHDC tractor with Option 1A.

The Kubota M606 OHDC did not meet specifications, with the biggest discrepancy being the lack of a hydrostatic transmission. If you have any questions please contact me at your convenience.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Fire Pumper Apparatus Refurbishment to Mid-South Emergency Equipment, Inc.

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-271-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Committee
Presentation By: C. Dye, C. McCartt, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on August 30, 2016 for the purchase of one fire pumper apparatus refurbishment. The advertisement for the Invitation to Bid was published in the Kingsport Times News on August 7, 2016 and placed on our website for 24 calendar days. It is the recommendation of the committee to accept the low compliant bid from Mid-South Emergency Equipment, Inc. to refurbish equipment # 1297 – 1996 Pierce Quantum/Telesquirt in the amount of $335,000.00.

Additional information is contained in the recommendation memo.

Funding is identified in Account # 51150085019010.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE FIRE PUMPER APPARATUS REFURBISHMENT TO MID-SOUTH EMERGENCY EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened August 30, 2016 for the purchase of one (1) fire pumper apparatus refurbishment for the use at the Fire Department; and

WHEREAS, upon review of the bids, the board finds Mid-South Emergency Equipment, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 1996 Pierce Quantum/Telesquirt fire pumper apparatus refurbishment from Mid-South Emergency Equipment, Inc., at a total purchase cost of $335,000.00; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 1996 Pierce Quantum/Telesquirt fire pumper apparatus refurbishment, at a total purchase cost of $335,000.00, is awarded to Mid-South Emergency Equipment, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 18th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
August 30, 2016
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and Scott Boyd, Assistant Fire Chief

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

The Procurement Manager opened with the following bids:

FIRE APPARATUS PUMPER/TELSQUIRT REFURBISHMENT - REBID				
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Comments:
M3 Fire Apparatus	1	$339,000.00	250 Days	N/A
Mid-South Emergency	1	$335,000.00	240 Days	Markovers present and initialed.

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

FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager

From: Scott Boyd, Deputy Chief - Fire Department

Steve Hightower - Fleet Manager

Date: September 29, 2016

Re: Fire Pumper Apparatus Refurb Recommendation

Committee has reviewed of the submitted fire pumper apparatus refurbishment bid documents and are recommending that Mid-South Emergency Equipment be awarded the bid for the refurbishment project of Unit #1297, 1996 Pierce Quantum/Telesquirt. A summary explanation for this recommendation is provided below.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	1996 Pierce Quantum/Telesquirt	Mid-South Emergency Equipment Inc.	N/A

Low Compliant Bidder

Summary Explanation

Reserve Unit #1297 had achieved its useful life span of 20 years within the Fire Fleet. In an effort to save the City money in the purchase of a replacement "elevated waterway" type apparatus, Fire Department Leadership decided to refurbish instead of replace the unit. The refurbishment of #1297 is expected to extend the lifecycle another 10 – 15 years, lower maintenance cost and increase dependability while saving the City approximately $400,000 in replacement costs. The refurbishment will be performed utilizing NFPA and OEM Standards.

Should you have any questions or concerns regarding this recommendation, please feel free to contact us.

Thank you.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Enter into a Contractual Agreement, TDOT Project No: 825307-S3-002 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-264-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: KATS Staff
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
When purchasing Capital equipment, the City of Kingsport enters into a contractual agreement with the Tennessee Department of Transportation (TDOT). The agreement is for reimbursement of TDOT share of expenditures. This contract provides funding for Capital expenditures of purchasing two mini-buses and four ADA/Paratransit vans.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State	Local	State	Federal	Total
Purchase (2) mini-buses w/ramps	24,375	24,375	276,250	325,000
Purchase (4) vans w/lifts	13,535	13,535	153,392	180,462
Total	37,910	37,910	429,642	505,462

Attachments:
1. Resolution w/ Contract
2. Contract Letter

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CAPITOL EXPENSES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with the Tennessee Department of Transportation for the reimbursement of capital expenditures; and

WHEREAS, this contract provides funding for capital expenditures of the purchase of two mini-buses and four ADA/Paratransit vans; and

WHEREAS, the ten percent (10%) local match has been appropriated by ordinance in project FTA015.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation for the reimbursement of capital expenditures is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation for the reimbursement of capital expenditures and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES ."
Grantee Edison Vendor ID #1562
A. SCOPE OF SERVICES AND DELIVERABLES:
A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA).
A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C.§ 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.
A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity

regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

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

b. the 5339 Program application;

c. to comply with the requirements detailed in the most current TOOT State Management Plan approved by FTA; and

d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October __, 2016 ("Effective Date") and extend for a period of fifteen (15) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-seven Thousand, Nine Hundred Ten Dollars and No Cents ($37,910.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

Department of Transportation
Division of Multimodal Transportation Resources 505 Deaderick Street
Suite 1800, James K. Polk Bldg.
Nashville, Tennessee 37243

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

(1) Invoice/Reference Number (assigned by the Grantee) .

(2) Invoice Date.

(3) Invoice Period (to which the reimbursement request is applicable).

(4) Grant Contract Number (assigned by the State).

(5) Grantor: Department of Transportation, Division of Multimodal Transportation Resources Agency.

(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor) .

(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period- it must detail, at minimum, all of the following :

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

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

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

relating to allowable reimbursements .
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
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 one percent (1%) 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 sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a. ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to

receive payment from the State.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and

submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

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

The State:
George Mitchell,
Transportation Program Supervisor Multimodal Transportation Resources Division
505 Deaderick Street,
Suite 1800 J.K. Polk Bldg. Nashville, Tennessee 37243
george.mitchell@tn.gov
Telephone Number: (615) 253-1044
FAX Number: (615) 253-1482

The Grantee:
Gary Taylor, Transit Manager City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660
garytaylor@kingsporttn.gov
Telephone Number: (423) 224-2612
FAX Number: (423) 224-2615

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

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

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

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

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

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

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

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State

and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Granter 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 Granter 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 Granter 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 Granter State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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 Granter State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Granter State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318-200.326 when procuring property and services under a federal award.

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this 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. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

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

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 - 608. Compliance

with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

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

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the

requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-1dx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200main02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 9-8-407.

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.

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

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

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

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

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

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

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

subcontract related to this Grant Contract.

E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.5. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2015 are incorporated herein by reference.

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

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

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

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the

project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

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

E.7. The Grantee agrees:

(a) To use the equipment acquired under this Grant only for the purposes and the manner set forth in their application.

(b) At the beginning of each calendar year, the Grantee shall certify that the equipment received under this Grant is still being used in accordance with the terms and provisions of this agreement.

(c) To pay all fees on the equipment acquired through this Grant, including but not limited to, title and registration fees.

(d) To be responsible for all costs and expenses related to the operation, maintenance, and repair of the equipment acquired through this Grant Agreement.

(e) To provide licensed drivers, as required by the Tennessee Department of Safety, for operation of all equipment received under this Grant.

(f) To provide insurance of all vehicles acquired under this Grant for the following minimum amounts:

1. Personal Injury Liability - minimum of $300,000.00 per person and $1,000,000.00 per incident.
2. Property Damage Liability - minimum of $300,000.00 per incident.
3. Comprehensive - maximum deductible of $500.00.
4. Collision - maximum deductible of $500.00.
5. Uninsured Motorist - minimum of $50,000.00 per person and $100,000.00 per incident.

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

(g) That any vehicles received under this Grant will comply with the Motor Vehicle Safety Standards as established by the United States Department of Transportation.

(h) That any vehicles received under this Grant shall be used for not less than the useful life.

The useful life of all vehicles purchased under the grant is as listed in the grant document filed with the Federal Transit Administration (FTA). Upon reaching the expiration of the useful life of the equipment, the state may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

[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 18th day of October, 2016.

_____

JOHN CLARK, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615)741-2781

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

September 29, 2016

Gary Taylor, Transit Manager
City of Kingsport
109 Clay Street
Kingsport, Tennessee 37660

RE: City of Kingsport, $37,910.00
TDOT Project No.: 825339-S3-002
FTA Project No.: TN-2016-029-00

Dear Mr. Taylor:

In an effort to accelerate the contract signature process, the Multimodal Transportation Resource Division is sending both the draft Grant Contract and the Grant Contract for grantee signature simultaneously. If there are corrections required, please send a return email with the highlighted changes on the draft contract (**modifications can only be made to text in red**). However, if the contract meets the agency's approval, please print the .pdf version, obtain the appropriate signatures, and return the signed contract via USPS mail to Karen A. Cooperwood.

Per Finance & Administration (F&A), a contract shall be printed on one side of 8.5 x 11 inch paper. Also, please do not alter the contract provided by TDOT.

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

Sincerely,

Karen A. Cooperwood
Transportation Program Monitor 2
(615) 253-5298
karen.cooperwood@tn.gov

Enclosure

c: George Mitchell

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Authorization to Purchase Furnishings for D-B Excel

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-277-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: David Frye/Shanna Hensley
Presentation By: David Frye/Shanna Hensley

Recommendation:
Approve the Resolution.

Executive Summary:
In preparation for the opening of the new D-B Excel, it is necessary to purchase furnishings. KCS has been working with Workspace Interiors on this project. The furnishings will be purchased in 2 phases. The first phase will include larger items that need to be in place prior to the completion of the construction. These items will be purchased through a contract with the "National Joint Powers Alliance" (NJPA). The City of Kingsport is a member of this alliance, so bidding is not required. Since the phase 1 is very time sensitive the Board of Mayor and Aldermen is being asked to approve this purchase prior to Board of Education approval. Therefore the BMA approval would be contingent upon BOE approval. The BOE is aware of this and will consider this item at a called BOE meeting on October 20, 2106. The total amount of the phase 1 purchase is $174,704.93. These funds were budgeted in the FY 2017 operating budget.

Attachments:
1. Resolution w/ quote

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR FURNITURE FOR THE DB EXCEL PROGRAM TO WORKPLACE INTERIORS FOR THE KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City Schools would like to purchase furnishings as set out in the attached "Workspace Interiors Quotation" for the staff and students at the DB Excel facility; and

WHEREAS, the furnishings will be purchased in two phases; and

WHEREAS, the total cost of the furnishings for Phase 1 is $174,704.93; and

WHEREAS, the city is a member of National Joint Powers Alliance (NJPA), a cooperative purchasing group that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, the purchase of the furnishings will be contingent on approval by the board of education at its next meeting; and

WHEREAS, in order to purchase the furnishings, a purchase order must to be executed to Workspace Interiors in the amount of $174,704.93 and

WHEREAS, funding is available in account number 141-7650-871-0790.

Now therefore,

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

SECTION I. That the city manager is authorized and directed to execute a purchase order to Workspace Interiors for Phase 1 of furnishings as set out in the attached "Workspace Interiors Quotation" for the staff and students at the DB Excel facility for the Kingsport City School system; subject to approval of the purchase by the Board of Education as follows:

Workspace Interiors Design Solutions
Tri-Cities, TN
200 e main street, ste 300, kingsport, tn 37660
knoxville,tn
2820 middlebrook pike, ste 104, knoxville, tn 37921
remit address
po box 809, kingport, tn 37662
423.392.2600 f 423.392.2601 www.workspaceinteriors.com
QUOTATION

Quote No.: 24964
Quote Date: 10/07/2016
Customer No.: KIN005
Account Representative: Rebecca Shelton
Quote To: Kingsport City Schools
Elaine Minton
400 Clinchfield Street #200
Suite 200
Kingsport, TN 37660-3687

P: 1.423.378.2100
F: 1.423.378.2192

Ship To: Kingsport City Schools
Elaine Minton
400 Clinchfield Street #200
Suite 200
Kingsport, TN 37660-3687
P: 1.423.378.2100
F: 1.423.378.2192

Terms: Net 30 Days
Sales Loc.: Corporate Office
DB-Excel

Quote includes product, freight and installation. Quotation is valid for 30days.

Quantity	Catalog Number / Description	Unit Price	Extended Amount
	RSC18424FF STEELCASE	759.80	759.80
	TS5TLWD60 STEELCASE	453.26	453.26
	TS5TLWD66 STEELCASE	493.54	493.54
	TS5TLMD3072 STEELCASE	434.40	434.40
	TS5TLUL2448 STEELCASE	229.94	229.94
	TS5TLUR2448 STEELCASE	229.94	229.94
	TS5LTBW60 STEELCASE	175.39	175.39
	TS5LTBW66 STEELCASE	190.17	190.17
	TS5TLTL1824 STEELCASE	806.09	806.09
	TS5TLTR1824 STEELCASE	806.09	806.09
	TS130TLCWD STEELCASE	44.36	88.72
	4821410S	582.50	1,165.00
	LSL18YA	210.04	420.08
	Subsection Sub Total:		6,252.42
2	TS31401M	718.46	1,436.92
2	TS31401M STEELCASE	718.46	1,436.92
2	451-5000	3,123.83	6,247.66
	TS4TBASE285 STEELCASE	379.54	759.08
	BT26 STEELCASE	113.57	2,271.40
	TS4TLR3048 STEELCASE	124.97	1,249.70
	TS4TLDR42 STEELCASE	173.83	347.66
	TS4TL40 STEELCASE	1,053.00	2,106.00
	451-5000K COALESSE	1,523.26	12,186.08
	TS4TWP STEELCASE	234.00	936.00
	TS30701 STEELCASE	189.29	1,135.74
	TS4WCAFE3030 STEELCASE	328.11	984.33
	Subsection Sub Total:		31,097.49
	Subsection Total:		31,097.49

1	E2RND54L COALESSE	1,244.36	1,244.36
	E60015847 STEELCASE	720.90	720.90
	Subsection Sub Total: 1,965.26		
	Subsection Total: 1,965.26		
2	TS4TL40 STEELCASE	1,110.20	2,220.40
	Subsection Sub Total: 2,220.40		
	Subsection Total: 2,220.40		
1	TS4TBASE285 STEELCASE	379.54	379.54
	TS4TLDR48 STEELCASE	193.37	193.37
Tag For:	TSBUOYBLUE STEELCASE	203.31	609.93
1	TSBUOY WHITE STEELCASE	199.16	597.48
	Subsection Sub Total: 1,780.32		
	Subsection Total: 1,780.32		
1	TS4TLDR42	173.83	173.83
	TS4TBASE285	379.54	379.54
	Subsection Sub Total: 553.37		
	Subsection Total: 553.37		
1	4821410S STEELCASE	582.50	582.50
	TS5TLBBF22M STEELCASE	434.91	434.91
	TS5TLMD3072 STEELCASE	434.40	434.40
	TS5TLRL2448 STEELCASE	491.50	491.50
	Subsection Sub Total: 1,943.31		
	Subsection Total: 1,943.31		
1	RSC18363CF STEELCASE	599.06	599.06
	TS31202B STEELCASE	450.51	5,406.12
	TS34401 STEELCASE	315.64	946.92
	TS4TLT40 STEELCASE	1,759.69	3,519.38
	TS4TLDRW STEELCASE	217.36	1,738.88
	TS4TPT STEELCASE	535.60	535.60
	TS4TVWM40 STEELCASE	18.73	37.46
	RLSD241566FFR STEELCASE	713.89	8,566.68
	DSLEDR STEELCASE	174.73	1,048.38
	DSSA1410H STEELCASE	94.31	754.48
	451-5000K COALESSE	1,523.26	1,523.26
	Subsection Sub Total: 24,676.22		
	Subsection Total: 24,676.22		
1	BB192 STEELCASE	495.43	495.43
	BB042 STEELCASE	129.43	129.43
Tag	BB072 STEELCASE	194.14	776.56

For:	BB084 STEELCASE	223.71	223.71
1	BB096 STEELCASE	253.29	506.58
	BB108 STEELCASE	284.14	1,420.70
Tag For:	BYJBCK STEELCASE	28.29	28.29
4	BIBTF030 STEELCASE	162.43	162.43
	BIBTF066 STEELCASE	326.57	653.14
Tag For:	BIBTF078 STEELCASE	381.00	381.00
1	BIBTF090 STEELCASE	435.00	435.00
	CPBFLM094 STEELCASE	1,437.86	2,875.72
	GPBTC STEELCASE	56.03	112.06
	GPCTS STEELCASE	90.39	180.78
	GPDSSTF80 STEELCASE	1,958.89	1,958.89
	GPFS1 STEELCASE	16.39	131.12
	BWSK STEELCASE	95.14	380.56
	BXP95 STEELCASE	233.57	2,102.13
	BXP45 STEELCASE	157.71	473.13
	BFFF961 STEELCASE	350.36	1,051.08
	490710P STEELCASE	260.17	3,122.04
	GPBTC STEELCASE	56.03	896.48
	GPCNRBT135 STEELCASE	56.03	224.12
	GPCT135V STEELCASE	88.80	355.20
	GPCTS STEELCASE	90.39	813.51
	GPLGSBT40 STEELCASE	2,304.57	4,609.14
	GPLGSBT40 STEELCASE	2,304.57	4,609.14
	GPDSSTF80 STEELCASE	1,958.89	1,958.89
	GPFSH1 STEELCASE	16.39	147.51
	GPFS1 STEELCASE	16.39	131.12
	GPFS STEELCASE	286.49	572.98
2	GPDSBT STEELCASE	842.01	1,684.02
	GPDSBT STEELCASE	842.01	1,684.02
	GPDCLA STEELCASE	342.51	1,370.04
	GPDSBS STEELCASE	49.16	196.64
	GPDBH3 STEELCASE	97.79	391.16
	GPMEM STEELCASE	144.30	577.20
	GPWC1 STEELCASE	77.70	155.40
	GPMELF STEELCASE	185.53	185.53
	GPMESF STEELCASE	144.30	288.60
	GPMEMF STEELCASE	144.30	577.20
	GPMES STEELCASE	144.30	577.20
Tag	GPGS18 STEELCASE	419.69	839.38

For:	GPGS20 STEELCASE	419.69	839.38
2	GPGS24 STEELCASE	454.04	908.08
	GPGS42 STEELCASE	518.00	2,072.00
	GPGS48 STEELCASE	570.86	1,141.72
	GPGS48 STEELCASE	570.86	1,141.72
	GPGS60 STEELCASE	715.16	1,430.32
	GPP135V STEELCASE	108.36	433.44
	TS4LSHPG STEELCASE	104.40	2,923.20
	RBC15303A STEELCASE	366.64	1,466.56
	RSC18303CF STEELCASE	510.81	2,043.24
	COPP01 COALESSE	104.71	418.84
	TS4THD48120 STEELCASE	477.77	955.54
7	TS4TLR2466 STEELCASE	155.31	1,087.17
	Subsection Sub Total: 57,305.47		
	Subsection Total: 57,305.47		
2	490-B96VRT COALESSE	1,675.91	3,351.82
	490-B96VRT COALESSE	1,499.05	2,998.10
	Subsection Sub Total: 6,349.92		
	Subsection Total: 6,349.92		
1	TS4TL40 STEELCASE	1,053.00	1,053.00
	TS4TLDRW STEELCASE	217.36	869.44
	TS4LSHPG STEELCASE	104.40	1,670.40
Tag	TS4L27TG4 STEELCASE	225.77	451.54
For:	TS4TLR3060 STEELCASE	170.74	682.96
4	TS4TLDR48 STEELCASE	193.37	386.74
3	TS30701 STEELCASE	189.29	567.87
	Subsection Sub Total: 5,681.95		
	Subsection Total: 5,681.95		
1	4821410S STEELCASE	582.50	582.50
	TS5TLDL3072 STEELCASE	651.60	651.60
	Subsection Sub Total: 1,234.10		
	Subsection Total: 1,234.10		
1	4821410S STEELCASE	582.50	582.50
	TS5TLSB3637 STEELCASE	237.09	237.09
	TS5TL2436F2 STEELCASE	544.01	544.01
1	TS5TLBBF22M STEELCASE	434.91	434.91
	TS5TLFF22M STEELCASE	434.91	434.91
	A7LE70234623U STEELCASE	2,055.30	2,055.30
	ACM64 STEELCASE	316.20	316.20
1	TS5TLDS2442 STEELCASE	241.16	241.16
	TS5TLTR2424 STEELCASE	882.56	882.56

	TS4TCAFE285 STEELCASE	393.94	393.94
	TS4TLDR36 STEELCASE	151.71	151.71
	Subsection Sub Total: 6,274.29		
	Total: 6,274.29		
2	TS31401 STEELCASE	661.89	1,323.78
1	TS4WLNGE STEELCASE	295.36	295.36
	Subsection Sub Total: 1,619.14		
	Subsection Total: 1,619.14		
1	TS4TBASE285 STEELCASE	379.54	379.54
	TS4TLDR42 STEELCASE	173.83	173.83
Tag For:	TS31201A STEELCASE	258.17	1,032.68
	TS4TWP STEELCASE	234.00	468.00
1	TS31401M STEELCASE	740.06	2,960.24
	TS30703 STEELCASE	186.69	186.69
	Subsection Sub Total: 5,200.98		
	Subsection Total: 5,200.98		
1	4821410S STEELCASE	612.00	612.00
400	KPT LABOR NONTAX WORKSPACE	42.50	17,000.00
1	UPHOLSTERY WORKSPACE	2,938.29	2,938.29
		QUOTATION TOTALS:	**174,704.93**
		Sub Total Grand Total:	**174,704.93**

*******End of Quotation*******

50% deposit required at time of order. Please reference our Terms and Conditions of Sale located on our "customer center" page at www.workspaceinteriors.com. Payment by credit or debit card will incur an additional surcharge equal to transaction discount fee. Discount fees vary by credit card payment network. This quotation has been prepared for the internal use of the customer named and remains the exclusive property of WorkSpace Interiors. No part of this quotation may be reproduced and/or distributed without the express written consent of WorkSpace Interiors. Thank you for choosing WorkSpace Interiors!

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

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

ADOPTED this the 18th day of October, 2016.

JOHN CLARK, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Apply for and Receive a Grant for up to $15,000 from the Office of Criminal Justice Programs of the State of Tennessee-FY 17 Local Law Enforcement Equipment Program

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-273-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Capt. Gore
Presentation By: Chief Quillin

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Police Department has a grant opportunity with the State of Tennessee's Office of Criminal Justice Programs for the fiscal year 2017/2018. We have been notified that we are eligible for up to $15,000 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. Fiscal Year 2017/2018 Justice Assistance Grant Program-FY17 Local Law Enforcement Equipment Program.

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A FISCAL YEAR 2017 LOCAL LAW ENFORCEMENT EQUIPMENT PROGRAM GRANT FROM THE OFFICE OF CRIMINAL JUSTICE PROGRAMS OF THE STATE OF TENNESSEE

WHEREAS, the city, through the police department, would like to apply for a grant through the State of Tennessee's Office of Criminal Justice Programs for fiscal years 2017-2018; and

WHEREAS, the grant, in an amount up to $15,000 for the upcoming fiscal year, will be utilized to purchase equipment and/or technology improvements.

WHEREAS, there are no matching funds required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized 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 grant funds from the State of Tennessee's Office of Criminal Justice Programs in the amount of up to $15,000.00 for the 2017 fiscal year, and no match is required.

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

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

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

ADOPTED this the 18th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

TENNESSEE
Competitive Grant Solicitation Packet

Fiscal Year 2017/2018
Justice Assistance Grant Program
CFDA 16.738
FY17 Local Law Enforcement Equipment Program

Intent to apply due November 1, 2016
Completed applications due November 18, 2016

Prepared by:

State of Tennessee
Office of Criminal Justice Programs
Department of Finance and Administration
312 Rosa L. Parks Avenue
William R. Snodgrass Tennessee Tower, Suite 1800
Nashville, Tennessee 37243-1102

JUSTICE ASSISTANCE GRANT PROGRAM (CFDA 16.738)
INSTRUCTIONS

I. INTRODUCTION

The Justice Assistance Grant Program (JAG) establishes a program of criminal justice grants administered by the U.S. Department of Justice, Bureau of Justice Assistance, to aid state and local governments, educational institutions, and nonprofit organizations in implementing effective criminal justice improvement projects.

Grant funds may be used to support projects which improve the prevention, apprehension, prosecution, adjudication, detention, and rehabilitation of violent crime and drug offenders. Grant funds may also be used to fund eradication projects, demand reduction and education projects, treatment projects, projects that target major drug offenders and violent crime reduction, crime victim and witness projects, and projects which improve the overall effectiveness of the criminal justice system. Preference will be given to agencies who employ evidence-based programming in their grant project or who use best practices (as identified by research) in the implementation of their proposed project.

Each state is required by the Anti-Drug Abuse Act of 1988 (Public Law 100-690) to insure that the projects funded under this grant program are coordinated with existing efforts so that the maximum impact on the criminal justice system is achieved. The Office of Criminal Justice Programs in the Tennessee Department of Finance and Administration has been designated as the state agency responsible for administering the JAG Formula Program in Tennessee. Tennessee's Multi-Year Strategy was developed utilizing information from our statewide criminal justice community and with input and information from key authorities in the state regarding drug enforcement, drug treatment, drug prevention, and violent crime.

Tennessee's Multi-Year Strategy continues the existing focus areas for intervention to reduce illegal drug and violent crime activities. Applications will only be accepted for from the list of Tennessee's focus areas, OCJP Program Priorities (see Section III) and their respective JAG federal legislatively authorized purpose areas.

II. ELIGIBILITY

Eligible subrecipients under this solicitation are Tennessee local law enforcement agencies. Preference will be given to those agencies which were designated as "Under 10K" jurisdictions by the Bureau of Justice Assistance in Federal Fiscal Year 2015.

A list of those agencies **who would not receive preference** can be found at the following link: FY2015 Over 10K

III. PROGRAM PRIORITIES

Tennessee has developed nine JAG program areas through its comprehensive criminal justice planning. These program areas correlate to legislatively authorized purpose areas developed by the U.S. Department of Justice, JAG Program. In order to most efficiently utilize resources available through other grants administered by OCJP, and address the most serious gaps and service needs identified in Tennessee's criminal justice system, applications will only be accepted for selected priorities.

A. Law Enforcement Equipment: The continued advancement of information technology has presented a challenge to local and state law enforcement agencies who oftentimes struggle to afford to repurchase or upgrade equipment which has become outdated in only a few years. This struggle has resulted in the continued use of antiquated equipment by law enforcement.

Obsolete equipment can weaken officer safety and create a loss of efficiency. Meanwhile, new innovations in technology and state-of-the-art equipment can bring new cost-effective ways to solve traditional problems which is a clear benefit to both the department and the communities that they serve. The Office of Criminal Justice Programs will provide funds for technology and equipment which clearly represent a long-term cost savings to the department and/or an improvement to officer safety.

The Office of Criminal Justice Programs will ONLY fund the following items:

1) **Computers and Printers**
   a. Preference will be given to laptops and tablets as well as portable printers that can be utilized in the field.
2) **Less than Lethal Weapons**
   a. This includes blunt-impact projectiles, conducted electrical weapon, bean bags, Oleoresin Capsicum (OC) aerosols and tear gas as well as training and supplies necessary for certified use.
3) **Body Armor**
   a. Agencies applying under this section should also include an executed mandatory wear certification found here: Mandatory Wear Certification
4) **In Car Video Camera Systems**
   a. Body Worn Cameras will **not** be funded under this priority.
5) **Digital Radios**
   a. Radios funded under this part must comply with Tennessee Emergency Management Agency interoperability requirements found here: Interoperability Requirements
   b. Applications should note that the type of radio selected comply with these requirements.
6) **Patrol Vehicles**
   a. Vehicles must be **marked/striped** and **utilized in routine patrol**.
   b. Patrol Vehicles includes: Sedans, SUVs, Motorcycles, Segways and Watercraft.
   c. Patrol Vehicles **does not** include aircraft.

Preference will be given to those agencies which were designated as "Under 10K" jurisdictions by the Bureau of Justice Assistance in Federal Fiscal Year 2015.

A list of those agencies **who would not receive preference** can be found at the following link: FY 2015 Over 10K

IV. LENGTH AND AMOUNT OF PROJECT SUPPORT

Maximum funding levels are based upon an estimated fifty (50) projects. Maximum funding levels are subject to reduction based upon the number of approved applications.

A. **Law Enforcement Equipment Support Grant:** Grants will be Six (6) months in length and run from January 1, 2017 until June 30, 2017.

Total project budgets can be up to $15,000.00 in federal funds.

There is a no match requirement by the agencies selected to receive this funding.

All equipment purchases must be made during the grant contract period (January 1, 2017 to June 30, 2017). All equipment must be delivered to the grantee agency on or before June 30, 2017.

Reimbursement of grant funds will not occur until a closeout package containing the purchasing backup documentation has been approved by the state. A copy of that closeout package is located here: Closeout Package. This package may be submitted any time after the final purchase or within thirty (30) days after the end of the contract.

A project budget form is available here: Budget Form.

V. APPLICATION REQUIREMENTS

The Fiscal Year **2017** JAG Competitive Grant Application for Tennessee **requires Attachment A to be submitted online. The completed application packet must be submitted via e-mail. See final page for an application checklist with a list of all documents that must be submitted. Attachment A can be submitted at any time PRIOR to the application deadline.**

The link to submit an Attachment A can be found here: Attachment A

Applications are due by 11:59 PM CST on November 18, 2016.

Late applications will not be accepted.

VI. REVIEW AND EVALUATION OF PROPOSALS

Each application will be rated, utilizing a "weighted" review tool, based on the applicant agency's ability to provide a logical description of how their project theoretically works to benefit the target group. The project description must tie goals, activities, outputs, and outcomes together in a logical fashion. Applications will be reviewed for financial and programmatic completeness by OCJP staff with expertise in grant requirements and program design. The applications will be rated and funding will be determined through a competitive review process by a review team of professionals knowledgeable in applicable subject material. Grants will be awarded based on current funding patterns, the availability of funds, and the above cited criteria.

All competitive applications will undergo a final review by OCJP Staff and applicants will be notified of approval or denial prior to the contract start date. If an application is approved, the contract between the state and the subrecipient will be emailed with the approval letter. The contract **must** be signed by the Authorized Official and returned to the Office of Criminal Justice Programs for approval by the Commissioner of Finance and Administration. After the Commissioner approves the contract, an executed original contract will be emailed to the subrecipient.

Applicants for grants beginning on January 1, 2017 will be notified whether their application is approved prior to that date.

VII. PROGRAM PURPOSES

The purpose of the JAG Program is to assist state agencies, units of local government, and not-for-profit agencies with the support of state or local government in obtaining seed funding for specific projects. This grant program provides funding for projects which assist local and state government agencies in their

efforts to reduce violent crime and illegal drug activities, improve the criminal justice system, and support local, state, and national priorities. The projects should offer a high probability of improving the functioning of the criminal justice system. The project should be created in such a manner that if successful, it can be replicated by other agencies. **At the conclusion of the federal grant funding, the agency is expected to continue the project with regular budgeted funds.**

Formula grant funds may be used to support projects that enforce state and local laws which establish offenses similar to offenses established in the Federal Controlled Substances Act, and to improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenders. Funds for this specific grant may be used to provide, equipment, to support more widespread prevention, apprehension, prosecution, adjudication, detention, treatment, and rehabilitation of offenders who violate state and local laws.

VIII. PROGRAM REQUIREMENTS

The intent of the JAG Formula Program is to provide criminal justice assistance to state agencies, local units of government, and non-profit organizations. The Department of Justice has defined a unit of local government as a general-purpose political subdivision of a state, such as a judicial district, city, or county.

A. **Evidence-based programming:** Agencies should employ evidence-based programming in their grant project or use best practices (as identified in research) in the implementation of their proposed project. The Office of Justice Program's website www.CrimeSolutions.gov is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

B. **Law enforcement agencies:** In order for law enforcement agencies to qualify for grant funds, they must comply with the following:

   1. **Fingerprint Reporting Requirement.** The Agency shall ensure that they will comply with Tennessee Code Annotated (TCA) 38-3-122 and will submit all fingerprints taken to the Tennessee Bureau of Investigation (TBI).

   2. **TIBRS Reporting Requirement**. The Agency shall ensure that they comply with the rules and regulations of the Tennessee Bureau of Investigations (TBI) as empowered by Tennessee Code Annotated (TCA) 38-10-101 et seq. with regard to the Tennessee Incident Based Reporting System (TIBRS). The agency will at all times maintain TBI certification of their compliance with those rules and regulations.

C. **PREA Requirement:** The Tennessee Department of Corrections (TDOC) and correctional facilities which are sub-contracted to house TDOC inmates must submit audit documentation demonstrating they are currently PREA compliant.

D. **Mandatory Reporting of Child Abuse and Adult Abuse:** All agencies must comply with Tennessee Code Annotated, Sections 37-1-403 and 37-1-605 by reporting suspected cases of child abuse to the Department of Children's Services and with Tennessee Code Annotated 71-6-103 by reporting cases of adult abuse to the Department of Human Services as required by law.

E. **Limited English Proficiency:** National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act and the Omnibus Crime Control and Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and

translation services, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed at www.lep.gov or by contacting the OJP's Office for Civil Rights at 202-307-0690.

F. **Civil Rights Compliance:** All recipients of Federal grant funds are required to comply with nondiscrimination requirements contained in various Federal laws. In the event that a court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability, or age against a recipient of funds after a due process hearing, the recipient must agree to forward a copy of the finding to Office of Criminal Justice Programs within 45 days. All applicants should consult the Certifications and Assurances required with the application to understand the applicable legal and administrative requirements. Additional information and requirements can be found in Chapter XXII of the OCJP Administrative Manual located at the following link: **OCJP Administrative Manual.**

G. **Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law 109-282:** All applicants are required to have a DUNS number, register via SAM and provide employee compensation information (if applicable) to be eligible for this funding.

1. **DUNS Number:** To enable state agencies that receive federal awards to report this information, subgrantees (i.e. subrecipients) are required to obtain and report a DUNS numbers. A DUNS number is obtained through Dun & Bradstreet (D&B) and is a unique nine digit identification number that is assigned for FREE for all businesses required to register with the US Federal government for contracts or grants. A DUNS number is required for this grant and is reported on Attachment A of your application. For more information and to obtain a DUNS number go to the following website: http://fedgov.dnb.com/webform.

2. **System For Award Management (SAM) [*This replaces CCR Registration*]:** To enable OCJP to report subawards in a timely manner, subrecipients are also required to register with SAM. SAM is a centrally located database of all grantees and contractors with the federal government, and it will be used to populate the information needed to report subaward information. In order to register you must have a DUNS number. Registration can be done at https://www.sam.gov/portal/public/SAM/ . **Your SAM expiration date must be reported on Attachment A and a copy of confirmation submitted with your application.**

3. **Executive Compensation Reporting:** FFATA now requires a subgrantee of a federal award to report the names and total compensation of the most highly compensated executives (i.e., officers, managing partners, or any other employees in management positions) if they meet the following criteria:

   - 80 percent or more of the subgrantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and
   - $25,000,000 or more in annual gross revenues from Federal procurement contracts, and Federal financial assistance subject to the Transparency Act; and

- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

H. ACORN: Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the federal Office of Justice Programs.

I. Text Messaging While Driving: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department [of Justice] encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

J. Religious and Moral Beliefs: The subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

K. Additional Federal Funds Received: The subrecipient agrees that if it currently has a contract with OCJP and receives additional federal funding, outside OCJP, and those funds are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under the OCJP contract, the subrecipient will promptly notify the OCJP program manager in writing.

L. Computer Network Requirements: The subrecipient understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

M. Non-Disclosure Prohibited: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funders under this award, may require an employee or contractor to sign an internal confidentiality agreement or statement that prohibits, or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

N. Compliance with Federal JAG Special Conditions: Compliance with federal JAG Special Conditions is required for all subgrantees. The JAG federal grant award received by OCJP contains a list of special conditions which must be adhered to by both the OCJP and all subrecipients.

O. Tennessee Department of Revenue Registration: Pursuant to Tennessee Code Annotated (TCA) 12-3-306 all subrecipients must comply with the Retailers' Sales Tax Act compiled in TCA 67-6-

101 et seq. All subrecipients and therefore required to either register a sales and use account with the Department of Revenue or seek an exemption from the same.

Information on the process can be found at: Sales and Use Registration

Applications must include sales/use registration information or exemption letter. Requests for this registration or exemption should be initiated at least two (2) business days prior to application due date.

For further program requirements please refer to the JAG portion of the OCJP Administrative Manual on the Office of Criminal Justice Programs website at the following link: OCJP Administrative Manual.

IX. FINANCIAL REQUIREMENTS

OCJP grants awarded under this JAG Program are governed by the provisions of the Office of Management and Budget (OMB) circulars applicable to financial assistance. Please note that OCJP will be awarding grants from the JAG awards 2011-2015. For the JAG 2015 funding, OMB has issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The JAG 2011 – 2014 funding will continue to follow the appropriate circulars prior to the new Uniform Guidance. These circulars, along with additional information and guidance, are contained in the JAG portion of the OCJP Administrative Manual available from the Office of Criminal Justice Programs upon award of grant funds or by referring to the JAG portion of the OCJP Administrative Manual on the Office of Criminal Justice Programs website. This policy manual provides information on allowed costs, methods of payment, audit requirements, accounting systems, and financial records. Specific requirements include:

A. **Multiple Year Contracting:** Multiple year contracting reduces unneeded paperwork and duplication for OCJP, as well as the subrecipient's office. This reduction in bureaucratic paperwork allows the subrecipient more time to spend on project implementation and evaluation, while allowing OCJP more time to provide oversight, technical assistance and evaluation of individual projects and OCJP programs. *Multiple year contracts will remain contingent, as always, on the availability of U.S. Department of Justice federal appropriations.*

B. **State Agency Applicants:** State agency applicants (executive, judicial or legislative branch agencies) must notify their Department of Finance and Administration budget analyst at the time the OCJP application is submitted of their intentions to apply for a grant. This Division of Budget notification is required so that necessary steps can be taken to include the grant in the agency's state budget should the state agency receive an award granted from OCJP.

NOTE: State agencies procuring information technology must obtain formal support of procurement from the Office of Information Resources in the Department of Finance and Administration prior to the signing of the grant contract with OCJP.

For further program requirements please refer to the Byrne/JAG portion of the OCJP Administrative Manual on the Office of Criminal Justice Programs website at the following link: OCJP Administrative Manual.

X. ALLOWABLE COSTS

JAG funds may be used by the subrecipient for equipment and technology that are part of an approved project and are in ***addition*** to the resources already available to the subrecipient. Costs must be

reasonable, allocable, and necessary to the project and comply with the JAG Program requirements. Any questions about allowable use of funds should be directed to the Office of Criminal Justice Programs.

A. **Equipment:** Equipment expenses, which are part of an approved project, if necessary and allocable to that project, are allowable expenses. Equipment defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit or "Sensitive Minor Equipment". "Sensitive Minor Equipment" defined as moveable, high-risk, sensitive property items purchased with a cost between $500.00 and $5,000.00, such as computers (i.e., laptops, tablets), weapons, TVs, and cameras acquired, used and managed for criminal justice grant purposes. Equipment or other assets that are purchased in whole or in part with grant funds are subject to OCJP policy guidelines. These guidelines require that whenever a subrecipient wishes to dispose of surplus equipment, or change its use, the equipment must be returned to the Office of Criminal Justice Programs. There is no time limit on this requirement.

B. **Prohibited/Controlled Equipment:** Any items which are deemed to be controlled or prohibited under JAG per the Executive Order 13688 on Federal Support for Local Law Enforcement Equipment Acquisition (see pages 12 – 15) or projects and/or items related to these items. These projects and/or items will not be approved under any circumstances.

C. **Technology:** In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OCJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Subgrantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Subgrantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

D. **Software and Hardware:** Any law enforcement records management system must be from a TBI approved vendor and be TIBRS compliant. Records management systems must be preapproved by OCJP prior to submitting the proposal. Records management systems must be XML compatible.

XI. UNALLOWABLE COSTS

A. **Food and beverages:** Food, snacks, and beverages are not allowed under JAG funding.

B. **Construction:** Use of grant funds for construction projects is prohibited under both state and federal guidelines for this program.

C. **Vehicle Purchase:** Vehicle purchases with grant funds are prohibited without written approval of OCJP.

D. **Land Acquisition:** Acquisition of land with grant funds is prohibited.

E. **Supplanting:** Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose. Supplanting will be reviewed during the application process, post-award monitoring, and audit.

F. **Other Unallowable Expenses:**

1. Legal Fees
2. Costs in applying for this grant
3. Any expenses prior to the grant award date
4. Lobbying or advocacy for particular legislative or administrative reform
5. First class travel
6. Entertainment
7. Management studies or research and development
8. Honorariums
9. Fines and penalties
10. Fund raising and any salaries or expenses associated with it
11. Losses from uncollectible bad debts
12. Memberships and agency dues
13. Contributions and donations
14. Sole source contractors (without prior written approval from the Office of Criminal Justice Programs)
15. Food and beverage costs

Please Note: This list is NOT ALL-INCLUSIVE. For further clarification, contact OCJP or refer to the JAG portion of the OCJP Administrative Manual at the following link: **OCJP Administrative Manual.**

XII. REPORTING REQUIREMENTS

A. **Tennessee Department of Finance and Administration Invoice for Reimbursement (non-state agencies):** The invoice is used to request monthly reimbursement. Funds can only be distributed to subrecipients upon receipt of a properly prepared and signed invoice. The invoices are sent to the Office of Business and Finance of the Department of Finance and Administration. Non-state subrecipients must not alter Column A in the invoice Excel workbook.

B. **State of Tennessee Inter/Unit Journals (IUs): (State Agencies Only) This** method of payment is used for grants funded to State agencies. This payment method reimburses the subrecipient based upon actual costs incurred by the subrecipient in carrying out the activity of the grant. As the subrecipient incurs costs, those costs are conveyed to the funding source (OCJP) following the State of Tennessee Inter/Unit Journal process described below. Following the IU processing, deposits (reimbursement) via the recognition of revenue are made to the account of the state subrecipient.

NOTE: Subrecipient agencies must request reimbursement at least once per quarter based on expenditures incurred. However, it is recommended that agencies invoice monthly, when monthly expenditures are incurred.

C. **Policy 03 Quarterly Expense and Revenue Report (Non-profit agencies only):** The Policy 03 Report is due quarterly, no later than thirty (30) calendar days following the end of the quarter for which the report is completed. The report is emailed to the OCJP Fiscal Unit. The reporting form may be found at the following link: Policy 03 Report.

D. **Quarterly Program Income Summary Reports:** Project Directors will be required to submit this report on a quarterly basis. It is due to OCJP **no later than 15 days** past the end of each state fiscal year quarter, (July 1 - September 30), (October 1 - December 31), (January 1 - March 31), (April 1 - June 30). All income generated as a direct result of an agency funded project shall be deemed program income and reported on this form. Fines are not considered program income. These reports are completed online at the following link: Income Summary Report.

E. **Quarterly Performance Measures Reports:** Project Directors will submit the applicable required Quarterly Performance Report online at https://www.bjaperformancetools.org/ **no later than 15 days** past the end of each state fiscal year quarter, (July 1 - September 30), (October 1 - December 31), (January 1 - March 31), (April 1 - June 30). Project Directors will email a copy of the report to their program manager by the same date.

F. **Equipment Closeout Report**: Reimbursement of grant funds will not occur until a closeout package containing the purchasing backup documentation has been approved by the state. A copy of that closeout package is located here: **Closeout Package**. This package may be submitted any time prior to the closeout of the grant or within 30 days after the end of the grant period.

The necessary forms will be made available to subrecipients during the award process, however, it is the subrecipient's responsibility to obtain and submit reports to OCJP. Attendance at OCJP training for subrecipients will be expected and adherence to the JAG portion of the OCJP Administrative Manual on the Office of Criminal Justice Programs website at the following link: OCJP Administrative Manual is required.

XIII. FISCAL AND PROGRAM MONITORING

The Office of Criminal Justice Programs employs program managers and fiscal monitors to provide routine program and fiscal monitoring of all OCJP contracts. This monitoring provides program and fiscal contract compliance review, much needed information on how the program is actually being implemented, and assists in identifying sub-recipients experiencing problems requiring corrective action. If through monitoring a problem area is identified and corrective action is requested, OCJP sub-recipients must adhere to the corrective action requirements identified in the OCJP Administrative Manual within the time period required.

XIV. JAG APPLICATION EVALUATION

A national evaluation will be conducted of the overall JAG Program, which means that any programs funded within our state will be evaluated by the Office of Criminal Justice Programs, and possibly by the Department of Justice. The purposes of this evaluation are to document outcomes based on measurable goals and objectives and determine the impact of the State-level coordinating mechanism on the development of an integrated response to the improvement of the criminal justice system as it relates to drugs and related violent crime. Evaluators may visit subrecipient sites to collect data for these evaluations. Each State and its subrecipients must be willing to cooperate in this evaluation and provide necessary information that may be requested. In addition, States and their subrecipients are encouraged to conduct local evaluations or assessments of their projects.

XV. INSTRUCTIONS FOR APPLICANT'S PROPOSED SCOPE OF SERVICE/NARRATIVE

The Office of Criminal Justice Programs has provided a word document for use in constructing an application under this solicitation.

The document for the law enforcement equipment application is located at the following link: Equipment Scope.

First save this document to your computer before completing it.

The Scope of Service/Narrative contains the following headers and will be evaluated based upon the point-values assigned.

PROBLEMS (20 PTS)
ACTIVITIES (10 PTS)
INPUTS (10 PTS)
BJA VIOLENT CRIME RATING (30 PTS)
DESCRIPTION OF NEED (30 PTS)

See Section XVIII for information on how to submit your application.

XVI. INSTRUCTIONS FOR COMPLETING BUDGET NARRATIVE AND LINE-ITEM BUDGET

Begin by saving Budget Form to your computer and then fill in the OCJP Summary spreadsheet followed by the Budget Narrative as required. Please use whole numbers.

NOTES:

- **Thoroughly read instruction tab of budget spreadsheet before preparing the budget**
- **The Project Title at the top of the budget summary page must match the title submitted in Attachment A and on your Scope of Service/Narrative.**

Each fiscal year project budget consists of two components: the Summary Budget Amounts for the Federal, and Line Item total for each line item; and the Budget Narrative for each line item where narrative detail is required. **All budgeted line items must be reasonable, necessary, and allocable directly to the project.**

See Section XVIII for information on how to submit your application.

XVII. JAG PROGRAM CONTACTS

Program Manager(s)

Mike Hill	(615) 770-3980
Kelly Peters	(615) 532-3465
Jeremiah Morton	(615) 532-2988

OCJP will make reasonable attempts to respond with an answer to all questions within two business days of receiving the question at OCJP.

XVIII. JAG APPLICATION PROCESS

1. The first step to the JAG application process is to submit Attachment A through the following on-line link: Attachment A **This must be done by November 1st, 2016 at 11:59 PM CST.**

2. Initiate Department of Revenue registration or exemption process for sales/use accounts (**Section VIII, Part O**).

   This process should be initiated at least two (2) business days prior to application.

   Note that this exemption is not the same as a "sales tax exemption" and a failure to follow the process described may result in the disqualification of this application.

   If you previously possessed a grant with the Office of Criminal Justice Programs (OCJP) or other state entity and created a sales/use account or received an exemption then that documentation can be submitted to satisfy this requirement.

3. The next step is to create a project narrative by using the word forms document found at the following link:

   Equipment grants in this Solicitation: Equipment Scope **(See Section XV)**

4. The next step is to create a budget using the excel budget sheet(s) at the following link: Budget. **(instructions are included in the workbook).**

5. If applicant agency is the Tennessee Department of Corrections (TDOC) or a correctional facility subcontracted by TDOC include most recent PREA audit (See Section VII, Part C).

6. Complete the Other Grant Funds – Application Attachment provided at the following link: Other Grant Funds. **(please follow instructions at this link)**

7. Complete the Non-Supplanting Certification found at the following link: Non-Supplanting Certification

8. Use the attached checklist at the end of this application and submit all required documents via **CriminalJustice.Program@tn.gov**. To ensure prompt processing all e-mails should be titled '**GRANT APPLICATION: Your Agency Name**'.

9. **All completed applications are due no later than November 18, 2016 at 11:59pm CST to be eligible for funding.**

See Section VI for information for when you will receive word as to the status of your application.

Application Completion Check-off
(Retain for your own purposes)

- ☐ **Attachment A Cover Page (Applicant Contact & Profile Information) completed online**
- ☐ **Scope of Service/Narrative logic model completed on the forms document and e-mailed**
- ☐ **Budget Summary and Detail completed on the excel forms document and e-mailed**
- ☐ **Department of Revenue registration or exemption (see Section VIII, Part O).**
- ☐ **PREA Audit (See section VIII, Part C)**
- ☐ **Non-Supplanting Certification**
- ☐ **Other Programmatic Requirements**

Applications must be submitted in accordance with Section XVIII

If you have done the above your application is complete

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Authorizing the City of Kingsport to Participate in the TML Risk Management Pool "Driver Safety" Matching Grant Program

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-260-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Tommy Hughes
Presentation By: Mike Billingsley

Recommendation:
Approve the Resolution.

Executive Summary:
The Tennessee Risk Management Pool is offering a reimbursement grant of one-half of the total costs of materials up to $5,000.00 toward the purchase of safe driving related training materials. The funds may be used for Computer based training; multi-agency joint training, on-site/off-site Driver Safety training classes, tools and equipment used in providing on-site Driver Safety training such as driving simulators, traffic cones, TV's, DVD players, and other requests that are designed to improve employee driver safety. Entry requirements for grant eligibility include completion of the application and a signed resolution from the Mayor.

Funds are available in the Risk Management operating budget account 615-1601-413-2045.

Attachments:
1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE TENNESSEE RISK MANAGEMENT POOL FOR THE PURCHASE OF SAFE DRIVING RELATED TRAINING AND MATERIALS

WHEREAS, the Tennessee Risk Management Pool is offering a reimbursement grant up to $5,000.00 toward the purchase of safe driving related training materials; and

WHEREAS, if awarded, the grant funds will be used as reimbursement for the cost of computer based training; multi-agency joint training; on-site/off-site driver safety training classes; tools and equipment used in providing on-site driver safety training such as driving simulators; traffic cones; TV's; DVD players; and other such items that are designed to improve employee driver safety; and

WHEREAS, the grant pays for one-half of the cost of qualified items; and

WHEREAS, funds are available in the Risk Management operating budget account 615-1601-413-2045 for the required expenditures.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Tennessee Risk Management Pool Drivers Safety reimbursement grant, for one-half of the total cost of materials up to $5,000.00.

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

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

ADOPTED this the 18th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend Agreement with Cartegraph Systems, Inc.

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-274-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Tim Elsea
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
On May 6, 2014 the BMA approved to enter into an agreement with Cartegraph Systems, Inc. (AF-100-2014) for a software system which would allow adequate tracking of assets. The initial agreement included the software package, licensing, installation of software, and deployment/implementation services for Water, Wastewater, and Stormwater with Traffic and others implementing this system at later dates. The agreement was amended on July 21, 2015 (AF-199-2015) for the Traffic Division to implement this system for sign and markings.

In our efforts of standardization for asset management we request amending the agreement with Cartegraph Systems, Inc. to implement this system for traffic signals. The cost for this project is $18,675.00, which includes deployment/implementation services. Funding is available and identified in Traffic's operating budget.

Attachments:
1. Resolution w/ Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT ENTITLED "PURCHASE AGREEMENT" TO THE MASTER AGREEMENT WITH CARTEGRAPH SYSTEMS, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on May 6, 2014, the board approved a resolution authorizing the mayor to execute a Master Agreement with Cartegraph Systems, Inc. for a software system that for adequate tracking of assets; and

WHEREAS, on July 21, 2015, the Master Agreement was amended to allow for the Traffic Division to implement this system for sign and markings; and

WHEREAS, the city would like to implement the system for traffic signals, and such requires an amendment to the Master Agreement; and

WHEREAS, the cost for the software that is the subject of the amendment is $18,675.00 and is identified in the traffic department's operating budget.

Now therefore,

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

SECTION I. That an amendment entitled "Purchase Agreement" to the Master Agreement with Cartegraph Systems, Inc. is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment entitled "Purchase Agreement" to the Master Agreement with Cartegraph Systems, Inc., and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution, said amendment being generally as follows:

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Kingsport (hereinafter referred to as "Customer" or "Licensee" and Cartegraph Systems, Inc. (hereinafter referred to as "Cartegraph"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between Cartegraph and Customer. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MPA001 dated May 21, 2014 shall control.

Customer Bill To:	Customer Ship To:
Tim Elsea City of Kingsport 6201 West Michigan Avenue Kingsport, TN 37660 423-224-2426	Same

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date:	October 7, 2016	**Purchase Agreement Expiration Date:**	December 31, 2016	**Purchase Agreement No.:**	#PA405

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	$21 ,700.00	$21,700.00
Discount				*($5, 425. 00)*
ESTIMATED EXPENSES				*$2,400.00*
TOTAL COST				**$18,675.00**

NOTES: The pricing listed above does not include applicable sales tax.

Payment Terms and Conditions

In consideration for the Services and Products provided by Cartegraph to Customer, Customer agrees to pay Cartegraph Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. Delivery: Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. Services Scheduling: Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. Field Services Invoicing: Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
   a. 25% upon execution of the Purchase Agreement.
   b. 25% at the completion of the Assessment/delivery, or 3 months from execution of Purchase Agreement, whichever is sooner
   c. 25% at the Completion of the test deployment, or 4 months from execution of Purchase Agreement, whichever is sooner
   d. 25% at the completion productive deployment, or 6 months from execution of Purchase Agreement, whichever is sooner
4. Expenses: In providing the field services included in this Purchase Agreement, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of- pocket expenses are billed based on actual costs incurred and are due separately.
5. Payment Terms: All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

[Acknowledgements Deleted for Inclusion in this Resolution]

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MPA001.

Cartegraph OMS - Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to

be utilized for OMS.
• Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
• Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
• Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

• Cartegraph will provide up to two (2) remote requirement gathering workshops, a total of four (4) hours, to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

• Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
- o Home Screen
- o Logins/Permission
- o Layers
- o Filters
- o Maps
- o Grids
- o System Navigation
- o Views (List & Detail) o Standard Reports
- o Attachments
- o Requests, Work, Assets, Resources, Reports, and Administrator Tabs

• Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
- o OMS Esri integration configuration options
- o Integration functionality (basemap and feature)
- o Overall Esri integration requirements, considerations, and Cartegraph recommended best practices

• Cartegraph will provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
- o Request Management:
  - • Requests
  - • Requesters
  - • Task Creation from Requests
  - • Issue library (including settings such as Applies to Asset and Non-Location)
  - • Cartegraph recommended best practices for Request and Requester Management
- o Work Management:
  - • Create Task(s) (Asset/Non-Asset)
  - • Assignments (Add, Edit, Remove)
  - • Task Menu Actions
  - • Related Work Items
  - • Create Work Order
  - • Associate Task to WO
  - • Repeat Work Orders
  - • Work Order Menu Actions
  - • Enter Resources
  - • Timesheets
  - • Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
  - • Cartegraph recommended best practices for Work Management
  - o Asset Management:
  - • Asset Details
  - • Inspections
  - • Linked assets (if applicable)
  - • Container/Component Relationships (if applicable)

- Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Resource Management:
  - Resource Details
  - Labor/Equipment Rates
  - Material Management (Stock, Usage, Adjustments)
  - Vendor Price Quotes
  - Cartegraph recommended best practices for Resource Management
- Cartegraph for iPad:
  - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
  - Work Management
  - Create and Update Tasks (Asset/Non-Asset)
  - Assign Tasks
  - Enter Resources
  - Inspections
  - Asset Management
  - Create and Update Assets
  - Request Management
  - View and Update Requests
  - View Requester information
  - Create Task from Request
  - Cartegraph recommended best practices for mobile device use
- Administrator:
  - Administrator:
  - User Administration, Role Administration, Import/Export, Error Log
  - Settings:
  - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
  - Manager:
  - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
  - Cartegraph Administrator Application
  - Report Creation

Extensions

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
  - Preventative Maintenance
  - Performance Management
    - Prediction Groups
    - Minimum Condition Groups
    - Activities and Impacts
    - Criticality Factor
    - Install/Replaced Dates
  - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Go-Live Support

- Cartegraph will provide two (2) remote web conference (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
  - Refresher training for items listed in the scope of work
  - Software and process support for staff during production roll out
  - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
  - Parent level asset records
  - Asset location (spatial x/y) attributes
  - Parent level resource (Labor, Equipment Material, Vendor) records

- o Resource Rate (Labor, Equipment, Material) records
- o Standard system libraries

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following nine (9) asset types:
  - o Signals (9)
- Signal Cabinets; Signal Controllers; Signal Heads; Signal Monitors; Signal Preemption; Signal Traffic Cameras; Signal Traffic Detectors; Signalized Intersections; Pull Box (Point)
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement,

unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH 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 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 18th day of October, 2016.

_____

JOHN CLARK, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Authorization to Purchase Equipment for School Nutrition

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-270-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Committee
Presentation By: Jennifer Walker

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on September 29, 2016 for fifteen food service equipment items needed for the new DB Excel Facility. Three vendor bids including Mobile Fixture, KaTom Restaurant Supply and Tri-Mark Strategic, Inc. have been reviewed by the Supervisor of School Nutrition Services. KaTom Restaurant Supply had the winning bid as per the evaluation of the bids that is attached.

Kingsport City Schools recommends to award the bid to KaTom Restaurant Supply as per the evaluation and recommendation that is attached for a total purchase amount of $57,423.00. This is below the budget of $70,000.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. We receive funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.

Attachments:
1. Resolution
2. Product Listing and Bid Tabulation
3. Bid Minutes
4. Recommendation Letter

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO._____

A RESOLUTION AWARDING THE BID FOR FIFTEEN (15) FOOD SERVICE EQUIPMENT ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM TO KATOM RESTAURANT SUPPLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened September 29, 2016, for fifteen (15) food service equipment items needed for the new DB Excel Facility; and

WHEREAS, upon review of the bids, the board finds KaTom Restaurant Supply is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for fifteen (15) food service equipment items from KaTom Restaurant Supply for $57,423.00; and

WHEREAS, the costs, and all other expenses of the School Nutrition Program are completely funded by the School Food and Nutrition Program revenue received from meals and USDA reimbursement.

Now therefore,

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

SECTION I. That the bid for fifteen (15) food service equipment items (garbage cans, three compartment sink, wall shelving, heated holding cabinet, storage shelving, microwave steamer, single electric convection oven, hot water dispenser, two door freezer, two door cooler, work table, tray and silverware cart, hot food counter, refrigerated counter, ice machine with dispenser and water, work table for beverage counter) needed for the new DB Excel Facility for use by Kingsport City Schools Nutrition Services in the amount of $57,423.00, is awarded to KaTom Restaurant Supply.

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

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

ADOPTED this the 18th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Kingsport City Schools DB Excel Food Service Equipment Product Listing/Bid Tabulation			
KaTom Restaurant Supply			
Pr ct Description	Quantity	Price/Each	Price Extension
Item # 1 N/A			
Item # 2 Garbage Cans	3	$ 135.40	$ 406.20
Item # 3 Three Compartment Sink	1	$ 3,080.82	$ 3,080.82
Item # 3B Wall Shelving - 1 Lot	1	$ 1,304.02	$ 1,304.02
Item # 4 Storage Shelving- 1 Unit	1	$ 561.91	$ 561.91
Item # 5 Heated Holding Cabinet	1	$ 3,883.54	$ 3,883.54
Item # 6 Microwave Steamer	1	$ 3,638.06	$ 3,638.06
Item # 7 Single Electric Convection Oven	1	$ 4,979.80	$ 4,979.80
Item # 8 Hot Water Dispenser	1	$ 2,981.88	$ 2,981.88
Item # 9 Two Door Freezer	1	$ 4,610.35	$ 4,610.35
Item # 10 Two Door Cooler	1	$ 3,822.86	$ 3,822.86
Item # 11 Work Table	1	$ 2,445.56	$ 2,445.56
Item # 12 Tray and Silverware Cart	1	$ 1,161.93	$ 1,161.93
Item # 13 Hot Food Counter	1	$ 7,410.53	$ 7,410.53
Item # 14 Refrigerated Counter	1	$ 8,693.39	$ 8,693.39
Item # 15 Ice Machine with Dispenser and Water	1	$ 7,354.18	$ 7,354.18
Item # 16 Work Table for Beverage Counter	1	1,088.01	$ 1,088.01
		Total:	**$ 57,423.04**

MINUTES
BID OPENING
September 29, 2016
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

FOOD SERVICE EQUIPMENT – D.B. EXCEL FACILITY				
Vendor:	Quantity:	Mobile Fixture	Katom Restaurant Equipment	TriMark Strategic
Item #1 Unit Price:	N/A	N/A	N/A	N/A
Item #2 Unit Price:	3	$ 210.64	$ 135.40	$ 160.00
Item #3 Unit Price:	1	$ 3,804.21	$ 3,080.82	$ 3,506.00
Item #3B Unit Price:	1	$ 1,363.90	$ 1,304.02	$ 1,144.00
Item #4 Unit Price:	1	$ 625.87	$ 561.91	$ 608.00
Item #5 Unit Price:	1	$ 3,903.68	$ 3,883.54	$ 3,837.00
Item #6 Unit Price:	1	$ 3,640.49	$ 3,638.06	$ 3,584.00
Item #7 Unit Price:	1	$ 8,097.98	$ 4,979.80	$ 4,845.00
Item #8 Unit Price:	1	$ 3,699.20	$ 2,981.88	$ 3,464.00
Item #9 Unit Price:	1	$ 4,211.94	$ 4,610.35	$ 4,433.00
Item #10 Unit Price:	1	$ 3,492.50	$ 3,822.86	$ 3,675.00
Item #11 Unit Price:	1	$ 2,424.54	$ 2,445.56	$ 2,373.00
Item #12 Unit Price:	1	$ 1,518.85	$ 1,161.93	$ 1,246.00
Item #13 Unit Price:	1	$ 9,695.57	$ 7,410.53	$ 7,828.00
Item #14 Unit Price:	1	$11,270.75	$ 8,693.39	$ 8,939.00
Item #15 Unit Price:	1	$ 7,309.47	$ 7,354.18	$ 7,886.00
Item #16 Unit Price:	1	$ 1,078.66	$ 1,088.01	$ 1,056.00
Lump Sum:		$66,769.53	$57,423.04	$58,904.00
Installation Date:		6 Weeks from receipt of P.O.	6 Weeks after order	12/1/16

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

Kingsport City Schools

Jennifer Walker, RD, LDN, CDE
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2106
f: (423) 378.2109

jwalker@k12k.com
www.k12k.com

MEMORANDUM

TO: KCS Board of Education/ Kingsport City Board of Mayor and Alderman

FROM: Jennifer Walker, School Nutrition Supervisor

DATE: 09/30/2016

RE: DB Excel Food Service Equipment Bid

Special Instructions:

ecommendation: Approval to award KaTom Restaurant Supply with food service equipment items for DB Excel facility.

After a two week Invitation to Bid and a bid opening on Thursday Sept. 29, Kingsport City accepted three vendor offers for fifteen food service equipment items for the new DB Excel Facility. All pricing includes delivery and installation of equipment. The vendors and amounts were as follows:

Mobile Fixture: $66,769.53
Katom Restaurant Supply: $57,423.04
TriMark Strategic, Inc.: $ 58,904.00

KaTom Restaurant Supply wins the bid by offering approximately $1480.00 less than the closest competitor TriMark Srategic, Inc.

KCS School Nutrition recommends for the Kingsport City BMA to award KaTom Restaurant Supply the DB Excel Food Service Equipment Bid for the amount of $57,423.04. The funding for this project will be provided by Kingsport City Schools School Nutrition.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approve List of Projects to be Continued Under the ONEKingsport Effort

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-268-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Lynn Tully, AICP
Presentation By: Jane Henry, Summit Advisory Commission Chair, & Lynn Tully, AICP

Recommendation:
Approve the project listing.

Executive Summary:
As follow up to the work done by the citizens, Board of Mayor and staff, on the ONEKingsport Summit efforts, the Board created the ONEKingsport Summit Advisory Commission to review all the potential projects from the presentations made in the Spring. The Commission has used the first year list of potential implementation items that were forwarded from the Prioritization Team and Cost Estimation Team to review and make recommendations for projects and associated funding that was budgeted in FY 2017. No budget changes are being requested as all projects are within the amounts set aside for ONEKingsport implementation. The Commission met several times to review the projects and made a final recommendation at their October 10, 2016 meeting.

Attached is a listing of 35 recommended projects to begin in FY2017, remembering that there are just over 8 months left in the fiscal year. The commission prioritized the list based on highest impact and lowest cost, as well as the impact on the Summit goals. The lead partner for all projects with city funding needs will be a city staffer, although please note that many of the projects for implementation will include local partners and outside funding sources and participants. Many projects also require no additional funding whatsoever and the effort can be accommodated within current budgets.

(Continued on next page.)

Attachments:
1. Continuation of Executive Summary
2. Projects Recommended by the SAC 10/10/16

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

AF: 268-2016
Continuation of Executive Summary

Moving forward there will be a project champion for each project assigned from the Commission to monitor progress and roadblocks. Additionally, any changes or unexpected issues that arise will be reviewed for recommendation by the Summit Advisory Commission prior to approval by the Board of Mayor and Aldermen. Regular reporting on progress will be brought to the BMA.

The Commission recognized the sheer number and scope of projects with development services impacts and has asked that the Board consider augmenting the existing staff with part-time, volunteer or local expert help as necessary. Specific details for each project may be reviewed during the work session.

SAC Recommendation for Funded Projects PENDING BMA APPROVAL October 18

Distribution	ONEKingsport	Project	Capital Need
17%	Outoor Venue Space (A&E)	General Shale Land purchase ($1,400,000)	$ 98,500
	Outoor Venue Space (A&E)	Consultant - Environmental Review	$ 50,000
	A&E	Public mural program	$ 10,000
3%	Higher Education	Master Plan Academic Village	$ 25,000
17%	Downtown Improvements	Downtown Master Plan	$ 85,000
	Downtown Improvements	Target Downtown retail, retaurants, incentives (Include mixed use buildings in consideration)	$ 40,000
	Downtown Improvements	Improve greenspace in Downtown (Small green areas and larger park improvements)	$ 30,000
	Downtown Improvements	Tactical urbanism - Small Projects/Big Impacts	$ 10,000
	Downtown Improvements	Historic designation for Broad Street/Enhance Tax Credit Availability - 10% Credit Currently available, Need to work on Marketing the availability to owners.	$ -
	Downtown Improvements	Downtown lighting - Additional Study needed	$ -
5%	Destination Investments	Bays Mountain Business Plan	$ 35,000
	Destination Investments	Reservoir Road local match	$ -
	Destination Investments	Provide resources for increased landscaping and maintenance City - Wide (Contracted in FY17)	$ -
	Destination Investments	Riverfront Redevelopment - Public Improvement Projects	$ 10,000
	Destination Investments	Directional Signage for DCI Assets- In current budget	$ -
	Destination Investments	Enhance the Appearance of Cement Hill- Encourage expenditure of Private Resources	$ -
	Destination Investments	Infrastructure and Utility upgrades for Bays Mountain Park- In current budget and Planned CIP	$ -
	Destination Investments	Cultural Activity Portal - In current Web Update	$ -
46%	Housing	Expand Housing Development Cost Reduction Options	$ 215,000
	Housing	Improve code enforcement: Manpower Efficiency & Creation of Land Bank Authority - In Current Budget	$ -
	Housing	Study the creation of a Neighborhood Leadership Panel - Staff time only no funding at this time	$ -
	Housing	Guidelines for Creation of Neighborhood Councils - In Web update	$ -
	Housing	Market Nearer to Career Benefits - M2K Budget	$ -
	Housing	Forgivable home improvement loans - In current CDBG Budget for low income families	$ -
	Housing	Market Retiree and Military Friendly locale to movers - M2K Budget	$ -
	KHRA Plan	Redevelopment of Public Housing	$ 224,672
3%	Health & Wellness	Continue support for Healthy Kingsport	$ -
	Health & Wellness	Study regulatory incentives and options for developments to include links to Greenbelt and other Healthy infrastructure- Staff work in current budget	$ -
	Health & Wellness	Study Private incentives for businesses to improve health outcomes for their employees- staff time only	$ -
	Health & Wellness	Increase awareness of access points to Healthy Infrastructure - In Current Budget	$ -
	Health & Wellness	Study private incentives for restaurants to offer Healthy Options	$ -
	Health & Wellness	Prepare a Facility Plan for Health Resource Center @Lynn View - Pilot Project for future Centers	$ 25,000
9.78%	Job Creation & Entrpnrshp	Develop Initial plan for a Product Creation Center	$ 83,000
	Job Creation & Entrpnrshp	Create a MakerSpace summit with interested city/school/public participants	$ -
	Job Creation & Entrpnrshp	Economic Development Portal	$ 10,000
			$ 951,172
100%	TOTAL		**$ 951,172**

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Acquisition of Property for Colonial Heights Sanitary Sewer Pump Station

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-266-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: R. Trent; H. Clabaugh
Presentation By: R. McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
In order to continue extending sanitary sewer services in the Colonial Heights area, the Public Works Department has requested an acquisition of property located on Chesterfield Drive for the construction of a sanitary sewer pump station. An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and appraised for $28,000.00. The owner of the property, Pierce Ditching Company, is willing to sell the property to the city for the appraised value of $28,000.00. A copy of the Purchase Agreement is contained in the attached resolution.

This project will be funded under #SW1511.

Attachment:
1. Resolution
2. Property Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY FOR SANITARY SEWER PUMP STATION; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order to continue extending sanitary sewer services in the Colonial Heights area, the Public Works Department has requested an acquisition of property located on Chesterfield Drive for the construction of a sanitary sewer pump station; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of the property indicating the fair market value, an offer of $28,000.00 is approved for the purchase of the property located on Chesterfield Drive and further identified as tax map 106; parcel 012.00, subject to such conditions as set out in the Purchase Agreement below.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Purchase Agreement for the purchase of the property located on Chesterfield Drive and further identified as tax map 106; parcel 012.00, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said draft of the agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller's signature between **PIERCE DITCHING COMPANY,** (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. SALE. Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement all that real property situate, lying and located on Chesterfield Drive and being further identified as tax map 106; parcel 012.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also

together with all herediments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) Amount. The purchase price to be paid by Buyer to Seller for the Real Property shall be Twenty Eight Thousand and No/100 Dollars ($28,000.00) (the "Purchase Price").

(b) Terms of Payment. Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Seller in cash or certified funds payable to Seller on the Closing Date.

3. CLOSING. The closing shall occur on or before December 30, 2016, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. SURVEY. Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Seller shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Seller fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Sellers; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. TITLE INSURANCE. Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Seller is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Seller hereby agrees to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Seller is unable to convey marketable title to the Real Property due to defects in Seller's title, or Seller is unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Seller shall remove said title defects or exceptions. If Seller is unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there

shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Seller in writing, or if Seller shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Seller is not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharges in full by Seller and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or it value.

8. CONDITIONS PRECEDENT.

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Seller shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Sellers to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement

9. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER:	Pierce Ditching Company 725 Centenary Road Blountville, Tennessee 37617
BUYER:	City of Kingsport, Tennessee 225 West Center Street Kingsport, Tennessee 37660

10. PRORATIONS. All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

11. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the following:
(a) The cost of preparation of the warranty deed;
(b) The fees and expenses of any attorney or other advisor engaged by Sellers in connection with this transaction;
(c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction; and
(d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
(e) Prorated taxes.

12. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:
(a) The cost of any title search and title insurance policy;
(b) The cost of recording the deed and any transfer tax associated with such deed;
(c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
(d) The cost of the survey provided pursuant to Section 4.

13. RISK OF LOSS. The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

14. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

15. MERGER CLAUSE. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

16. POSSESSION. Delivery of possession of the Real Property shall occur at Closing.

17. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. ENTIRE AGREEMENT; MODIFICATIONS. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

19. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

20. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Description of Real Property

Beginning on a right-of-way monument of Lebanon Road at the Northwesterly side of the intersection of Lebanon Road and Chesterfield Drive; thence with the Northwesterly side of Chesterfield Drive right-of-way, S49°21'18"W a distance of 441.33' to an iron pin on the boundary of Lot 66 Chesterfield Place; thence with the boundary of Lot 66 Chesterfield Place N52°51'13"W 105.44' to an iron pin on the Northerly boundary corner of Lot 66 Chesterfield Place, common with a point on the Southeasterly boundary of Tax Map 106, Parcel 3; thence with the Southeasterly boundary of Tax Map 106, Parcel 3 N48°18'23"E 523.83' to an iron pin (new) on the Westerly right-of-way of Lebanon Road, common with the Southeasterly boundary corner of Tax Map 106, Parcel 3; thence with the Westerly right-of-way of Lebanon Road S12°33'29"E 127.68' to the point of beginning; and containing approximately 1.192 acres and 51,952 square feet, more or less.

All as shown on a sketch of Lawrence H. Emmert, Registered Land Surveyor Tennessee No. 1475 titled "PROPOSED PROPERTY ACQUISITION FROM PIERCE DITCHING COMPANY", Located in the 14th Civil District of Sullivan County, Tennessee, OFFICE OF THE CITY ENGINEER, DATE: 8-31-16, SCALE: 1"=50', and on file in the Office of the City Engineer, 1644 Fort Henry Drive, Kingsport, TN 37664.

AND BEING the same property conveyed to Pierce Ditching Company by deed of record dated August 31, 1959 recorded in Deed Book 197A at page 323, in the Register's Office for Sullivan County, Tennessee, to which reference is here made.

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

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

SECTION VII. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 18th day of October, 2016.

_____

JOHN CLARK, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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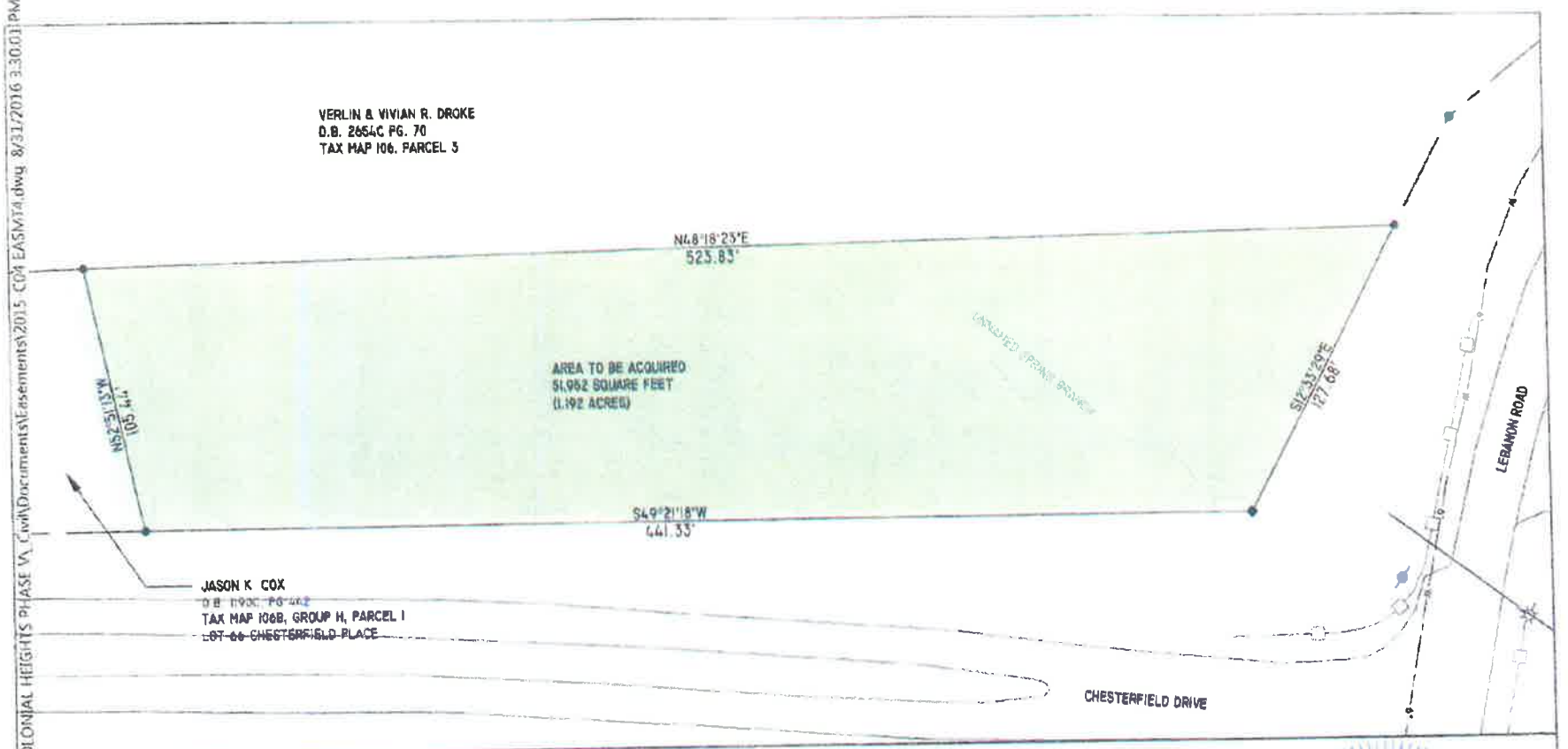

ALL BEARINGS K&RN
(KINGSPORT GEODETIC
REFERENCE NETWORK)

PROPOSED PROPERTY ACQUISITION
FROM
PIERCE DITCHING COMPANY

LOCATED IN THE 14TH CIVIL DISTRICT OF SULLIVAN CO., TN
LAWRENCE H EMMERT, REGISTERED LAND SURVEYOR TENNESSEE NO.1475

OFFICE OF THE CITY ENGINEER
DATE: 8-31-16

N-2567

KINGSPORT, TN
SCALE: 1"=50'

LAWRENCE H. EMMERT
REGISTERED LAND SURVEYOR
AGRICULTURE
8/31/16
TENNESSEE NO. 1475

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Execute a Signature Authority Form Allowing the Chief of Police or Designee to Complete Grant Reports

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-272-2016
Work Session: October 17, 2016
First Reading: N/A

Final Adoption: October 18, 2016
Staff Work By: Capt. Gore
Presentation By: Chief Quillin

Recommendation:
Approve the Resolution.

Executive Summary:
The Tennessee Highway Safety Office (THSO) requires quarterly reports as well as other grant related documents be signed by a representative of the agency (City of Kingsport) receiving grant funds. To that effect, the THSO has included a Signature Authority Consent Form in the paperwork for the grant acceptance, which allows the Mayor to grant signatory authority to sign all grant related documents on behalf of the organization for the 2016-2017 THSO grant.

Attachments:
1. Resolution
2. Signature Authority

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM TO DESIGNATE THE CHIEF OF POLICE OR ANOTHER INDIVIDUAL AS THE SIGNATORY AUTHORITY FOR ALL GRANT RELATED DOCUMENTS FOR THE 2016-2017 TENNESSEE HIGHWAY SAFETY GRANT

WHEREAS, the Tennessee Highway Safety Office requires a Signature Authority Consent Form to allow an individual other than the mayor to sign all grant related documents pertaining to the 2016-2017 Highway Safety Grant; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to designate an individual as signatory authority for all grant related documents for the 2016-2017 grant awarded by the Tennessee Highway Safety Office.

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, an Signature Authority Consent Form for all grant forms required by the Tennessee Highway Safety Office for the 2016-2017 Highway Safety Grant with the Tennessee Highway Safety Office said Signatory Authority Consent Form being generally as follows:

Signatory Authority Consent Form

I, _____ as the _____
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority
of _____ hereby grant the person(s) identified below
Name of Organization Receiving Grant signatory authority for the 2016-2017 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

_____ _____
Title and Name (printed) Signature

_____ _____
Title and Name (printed) Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is authorized to designate the chief of police or another individual to complete and execute all grant related documents for grants from the Tennessee Highway Safety Office.

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 18th day of October, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
J. MIKE BILLINGSLEY, CITY ATTORNEY

Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I John Clark as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of Kingsport hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2016-2017 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Capt. Randall Gore	Randall Gore
Name (Printed)	Signature
Name (Printed)	Signature
Name (Printed)	Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date