



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, April 15, 2019, 4:30 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 Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

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
Sid Cox, City Recorder/Chief Financial Officer
David Quillin, Police Chief

Scott Boyd, Fire Chief
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. Lynn View Community Center – Kitty Frazier
4. Review of Items on April 16, 2019 Business Meeting Agenda
5. Adjourn

Next Work Session, May 6: Community Development Block Grant, Opportunity Zones

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.

City of Kingsport

Project Status in Pictures

April 16, 2019



1



2



3

1 Bays Mountain Road Subgrade Repairs

Road subgrade and asphalt base repairs should be completed by April 12.

3 Park Meadow Place - Road Project

The project is complete except some minor cleanup and permanent asphalt striping/markings of the new road.

2 Area 10 - Hollywood Hills Road/Sidewalk Repairs

Work continues on repairs and replacements to existing concrete road and sidewalks in the Hollywood Hills area.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2020	Preliminary plans expected Summer 2019.
\$6,600,000.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	Received Bids on sewer portion of SCADA project on 2/19. Resolution to award bid to Frizzell Construction for \$2,888,300 on 3/19/19
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020	Finalizing plans. Tentative bid set for April.
\$4,186,000.00	Chris	New KATS Transit Center	Construction of a new KATS Transit Center on the former foundry property.	4/29/2019	Terrazzo installed; carpet & vinyl flooring installation started; bus drive concrete placement continues.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Final design is ongoing. Evaluating several areas for low pressure system instead of gravity.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$3,740,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Bid Advertisement - 3/24/18, Pre-Bid Conference - 4/3/19, Bid Opening - 4/25/19
\$3,300,000.00	Michael Thompson	Indian Trail Drive Extension	The extension of Indian Trail Drive to Eastman Road at the current Reedy Creek Road / Eastman Road intersection. The project includes a bridge over Reedy Creek and realigning Reedy Creek Road to tie into the new Indian Trail Drive Extension.	6/30/2021	Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$2,380,000.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	12/31/2019	Cain Rash West is continuing to work on the plans for renovations to floors 3-6.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.
\$1,700,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	4/1/2020	MOU for AEP design and easements is being routed for signatures. Expect to have construction contract information for BMA consideration June 2019. Spring 2020 construction start anticipated.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/14/2020	Construction to begin April 15th.
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Received Notice to Proceed with right of way phase on 2/28/2019. Will be working thru the TDOT right of way process over the coming months.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Project expected to begin during the week of April 1st.
\$881,182.00	Schools	J Fred Johnson Stadium - Turf Replacement	The replacement of approximately 162,100 square feet of artificial grass surface at J Fred Johnson Stadium (football and baseball fields) and associated logos/markings. Work also includes the removal and offsite disposal of the existing artificial surfac	6/30/2019	The standard turf project is complete. Decals and custom color work will be completed after baseball season.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	12/7/2019	Working to finalize the right of way phase of this project.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	Eastern Tank will be back on site Wednesday March 27th to install roof panels and x-ray welds.
\$468,001.00	Rob Cole	Bays Mountain Parking Improvements	Construction of new asphalt parking lot and asphalt paving improvements to the overflow parking lot and access road.	4/30/2019	Paving expected to occur during the week of April 15th.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	1/29/2021	TDOT Letting Date: 6/21/2019; Construction to begin mid- to late-July 2019
\$391,711.50	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	6/1/2019	Contract signed with Summers Taylor. Notice to Proceed will be delayed approximately 60 days to account for bridge material fabrication.
\$384,689.00		Area 10 Concrete - Phase 1	Concrete roadway and sidewalk repairs on Colfax Ave, Camden Dr, Clearwood Ave, and Broadwood Dr	4/19/2019	Work is 85% complete on this project.
\$373,871.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	5/31/2019	American Environmental was the low bidder. Contract documents are being prepared.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$262,770.00	Chris McCart	Lynn View Community Center Site Improvements Phase 2	New metal bleachers and two new pre-Engineered metal building for Electrical Room and Storage Building.	4/19/2019	Contractor is pouring retaining wall.
	Niki Ensor	SLS Rehab and Replacement	Rehabilitation of SLS # 108 (Oak Glen Drive). Replacement of SLS #307 (Cooks Valley) and #308 (Lakeside Drive).	1/1/2020	Received drawings for review 12/21/18

Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$384,689.00		Area 10 Concrete - Phase 1	Concrete roadway and sidewalk repairs on Colfax Ave, Camden Dr, Clearwood Ave, and Broadwood Dr	4/19/2019	Work is 85% complete on this project.
\$262,770.00	Chris McCart	Lynn View Community Center Site Improvements Phase 2	New metal bleachers and two new pre-Engineered metal building for Electrical Room and Storage Building.	4/19/2019	Contractor is pouring retaining wall.
\$4,186,000.00	Chris McCart	New KATS Transit Center	Construction of a new KATS Transit Center on the former foundry property.	4/29/2019	Terrazzo installed; carpet & vinyl flooring installation started; bus drive concrete placement continues.
\$468,001.00	Rob Cole	Bays Mountain Parking Improvements	Construction of new asphalt parking lot and asphalt paving improvements to the overflow parking lot and access road.	4/30/2019	Paving expected to occur during the week of April 15th.
\$373,871.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	5/31/2019	American Environmental was the low bidder. Contract documents are being prepared.
\$391,711.50	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	6/1/2019	Contract signed with Summers Taylor. Notice to Proceed will be delayed approximately 60 days to account for bridge material fabrication.
\$881,182.00	Schools	J Fred Johnson Stadium - Turf Replacement	The replacement of approximately 162,100 square feet of artificial grass surface at J Fred Johnson Stadium (football and baseball fields) and associated logos/markings. Work also includes the removal and offsite disposal of the existing artificial surfac	6/30/2019	The standard turf project is complete. Decals and custom color work will be completed after baseball season.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	Eastern Tank will be back on site Wednesday March 27th to install roof panels and x-ray welds.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Project expected to begin during the week of April 1st.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	12/7/2019	Working to finalize the right of way phase of this project.
\$2,380,000.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	12/31/2019	Cain Rash West is continuing to work on the plans for renovations to floors 3-6.
	Niki Ensor	SLS Rehab and Replacement	Rehabilitation of SLS # 108 (Oak Glen Drive). Replacement of SLS #307 (Cooks Valley) and #308 (Lakeside Drive).	1/1/2020	Received drawings for review 12/21/18

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/14/2020	Construction to begin April 15th.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Final design is ongoing. Evaluating several areas for low pressure system instead of gravity.
\$1,700,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	4/1/2020	MOU for AEP design and easements is being routed for signatures. Expect to have construction contract information for BMA consideration June 2019. Spring 2020 construction start anticipated.
\$6,600,000.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	Received Bids on sewer portion of SCADA project on 2/19. Resolution to award bid to Frizzell Construction for \$2,888,300 on 3/19/19
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020	Finalizing plans. Tentative bid set for April.
\$3,740,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Bid Advertisement - 3/24/18, Pre-Bid Conference - 4/3/19, Bid Opening - 4/25/19
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Received Notice to Proceed with right of way phase on 2/28/2019. Will be working thru the TDOT right of way process over the coming months.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.
\$7,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2020	Preliminary plans expected Summer 2019.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	1/29/2021	TDOT Letting Date: 6/21/2019; Construction to begin mid- to late-July 2019

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$3,300,000.00	Michael Thompson	Indian Trail Drive Extension	The extension of Indian Trail Drive to Eastman Road at the current Reedy Creek Road / Eastman Road intersection. The project includes a bridge over Reedy Creek and realigning Reedy Creek Road to tie into the new Indian Trail Drive Extension.	6/30/2021	Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

BMA Report, April 15, 2019



Kingsport Employee Wellness, George DeCroes

	01/01/2019 – 3/31/2019	04/01/2019 – 04/9/2019
Total Utilization	93.6%	93.1%
City – Active Employees	60.1%	68.1%
City – Dependents	32.5%	26.2%
City – Retirees	2.0%	2.5%
Extended-Patient Services/Other	0.2%	1.4%
Work Comp	0.2%	0.4%
No Show	5.0%	1.4%

Worker's Compensation, Terri Evans

For the month of March 2019, the city had six (6) recordable worker's compensation claims that involved lost time or restricted duty. Of the six (6) claims involved five (5) were restricted duty and one (1) is lost time.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, April 16, 2019, 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 Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager of Operations
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Scott Boyd, Fire Chief
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 – Led by New Vision Youth

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

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. GFOA Distinguished Budget Presentation Award (Judy Smith & John Morris)

IV.B. APPOINTMENTS

1. Appointment to the Employee Dependent Scholarship Program (AF: 83-2019)
(Mayor Clark)

- Appointment

V. APPROVAL OF MINUTES

1. Work Session – April 1, 2019
2. Business Meeting – April 2, 2019

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

None

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amending Sections 2-591 and 98-596(a) to Include the Word “Responsible” Before “Compliant Bidder” (AF: 69-2019) (Mike Billingsley)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Agreement with Omnia Partners for Cooperative Purchasing (AF: 80-2019) (Chris McCartt)
 - Resolution
2. Execute a Release of a Lien on 918 Dale Street (AF: 77-2019) (Mike Billingsley)
 - Resolution
3. Renewing the Award of the Bid for Unleaded Gasoline & Ultra-Low Sulfur Diesel (AF: 81-2019) (Ryan McReynolds, Steve Hightower)
 - Resolution
 - Resolution
4. Renewing the Award of the Bid for Propane & Propane Conversion Kits (AF: 82-2019) (Ryan McReynolds, Steve Hightower)
 - Resolution
5. Amend a Contractual Agreement, TDOT Project No: 82-5307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 76-2019) (Chris McCartt)
 - Resolution

6. Authorizing the Execution, Terms, Issuance, Sale, and Payment of Not to Exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019A, of the City of Kingsport, Tennessee (AF: 85-2019) (Sid Cox, Jeff Fleming)
 - Resolution
7. Awarding the Bid for the Purchase of Crushed Stone for FY20 (AF: 88-2019) (Ryan McReynolds)
 - Resolution
8. Awarding the Bid for the Purchase of Asphalt for FY20 (AF: 86-2019) (Ryan McReynolds)
 - Resolution
9. Awarding the Bid for the Purchase of Concrete for FY20 (AF: 87-2019) (Ryan McReynolds)
 - Resolution

VII. CONSENT AGENDA

1. Right-of-Way Easement with Kingsport Power Company (AF: 84-2019) (Ryan McReynolds)
 - Resolution
2. Approving a Lease with the United States Post Office (AF: 70-2019) (Mike Billingsley) (Mike Billingsley)
 - Resolution
3. Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport (AF: 78-2019) (Lisa Winkle)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointment to the Employee Dependent Scholarship Program

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

Action Form No.: AF-83-2019
 Work Session: April 15, 2019
 First Reading: N/A

Final Adoption: April 16, 2019
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:
 Approve appointment.

Executive Summary:

It is recommended to appoint Jennifer Thacker to the Employee Dependent Scholarship Program to fulfill the unexpired term of Dr. Jeff McCord. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

The commission is composed of five (5) members; three appointed by the Board of Mayor and Aldermen and two appointed by Kingsport Housing and Redevelopment Authority.

Terms are three years and members may serve no more than one term with the Mayor's right to reappoint one additional term.

Current Commission				
Member	Eligibility	Term Expires	Appointed	Terms Served
Jeff McCord	KPT apt.	8/1/20	8/6/14	2
Esther Rudolphe	KHRA apt.	8/1/20	10/16/17	1
Terry Cunningham	KHRA apt.	8/1/21	8/1/18	1
Melissa Sanders	KPT apt.	8/1/21	8/15/17	1
Lora Barnett	KPT apt.	8/1/21	8/1/18	1

Recommended Commission				
Member	Eligibility	Term Expires	Appointed	Terms Served
Jennifer Thacker	KPT apt.	8/1/20	4/16/19	Fulfilling unexpired term
Esther Rudolphe	KHRA apt.	8/1/20	10/16/17	1
Terry Cunningham	KHRA apt.	8/1/21	8/1/18	1
Melissa Sanders	KPT apt.	8/1/21	8/15/17	1
Lora Barnett	KPT apt.	8/1/21	8/1/18	1

Attachments:

- 1. Bio

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Oterman	—	—	—
Clark	—	—	—

Jennifer Thacker, M.Ed.
Director
Kingsport Center for Higher Education

Jennifer Thacker began her career in education by teaching K-12, and her journey brought her to higher education in 2010. She currently serves as Director of the Kingsport Center for Higher Education (KCHE) for Northeast State Community College. Jennifer coordinates with the College, city and state officials, member institutions, and other stakeholders to effectively and efficiently manage the Center with an emphasis on student centered decision-making. Jennifer is currently in the dissertation phase of a Ph.D. program in education with a concentration in cultural studies from the University of Tennessee. She holds a Master of Education from Milligan College and a Bachelor of Science degree in psychology from East Tennessee State University.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, April 1, 2019, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **HEALTHY KINGSPORT.** Ms. Kandy Childress gave a presentation on this item noting many of the achievements this organization has accomplished recently, including the Million Mile City campaign and the Health and Wellness Expo. She stated they continue to work on building solid relationships with their partners. Mayor Clark commented this is a great example of a successful public private partnership.
4. **FARMERS MARKET.** City Recorder Sid Cox presented this item and answered questions from the board. He provided data from 2018 and discussed the upcoming events and changes in store for 2019. Some discussion followed.
5. **REVIEW OF AGENDA ITEMS ON THE APRIL 2, 2019 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.1 **Amend Code of Ordinances Sections 2-591 and 98-596(a) to Include the Word “Responsible” Before “Compliant Bidder”** (AF: 69-2019). City Manager Fleming explained this cleared up a discrepancy between the charter and the city code.
 - VI.D.2 **Apply for and Receive Tennessee Department of Health Project Diabetes Grant** (AF: 65-2019). City Manager Fleming stated there was no match with this grant, but the city would continue with the CIP investment in that area already.
 - VI.D.10 **Hosting Agreement between Earth Networks Inc. and the City of Kingsport** (AF: 72-2019). City Manager Fleming provided details, stating this would allow a camera on the Regions building in Church Circle which would be aired on WCYB during broadcasts.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, April 1, 2019

Alderman Olterman questioned the need to go on record to support the the Board of Education regarding the voucher issue. Alderman George commented there wasn't really a need to pass a resolution stating as such and the board agreed.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:45 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, April 2, 2019, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

Sidney H. Cox, 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:** Chip Childress.
- II.B. **INVOCATION:** Pastor Randall Wright, St. Matthew United Methodist Church.
- III. **ROLL CALL:** By City Recorder Cox. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 1. Healthy Kingsport State Awards (Alderman Adler)
 2. Barry Brickey, 2019 Fire and Life Safety Educator of the Year (Vice Mayor McIntire)
 3. Information on Kingsport Clean Up Weeks (Ryan McReynolds)
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**
 1. **Reappointment to the Kingsport Higher Education Commission** (AF: 64-2019) (Mayor Clark).

Motion/Second: McIntire/Adler, to approve:

REAPPOINTMENT OF DR. MARYLEE DAVIS TO HER FIRST FULL FOUR-YEAR TERM ON THE **KINGSPORT HIGHER EDUCATION COMMISSION**. SHE HAS BEEN FULFILLING AN UNEXPIRED TERM. THIS REAPPOINTMENT IS EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON NOVEMBER 30, 2023.

Passed: All present voting “aye.”

- V. **APPROVAL OF MINUTES.**

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, April 2, 2019

Motion/Second: McIntire/Begley, to approve minutes for the following meetings:

- A. March 19, 2019 Regular Work Session
- B. March 19, 2019 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. Dani Cook commented on Healthy Kingsport.

B. BUSINESS MATTERS REQUIRING FIRST READING.

- 1. **Amend Code of Ordinances Sections 2-591 and 98-596(a) to Include the Word “Responsible” Before “Compliant Bidder”** (AF: 69-2019) (Mike Billingsley).

Motion/Second: George/McIntire, to pass:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 2-591 RELATING TO DEFINITIONS AND SECTION 98-596(a) RELATING TO AUTHORIZATION TO CONTRACT FOR TOWING SERVICES AND STORAGE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

- 1. **Vacate Unimproved Right-of-Way Named Tranbarger Avenue Located Off Galloway Street** (AF: 47-2019) (Jessica Harmon).

Motion/Second: McIntire/Adler, to pass:

ORDINANCE NO. 6786, AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED TRANBARGER AVENUE LOCATED OFF OF GALLOWAY STREET SITUATED IN THE CITY, TWELFTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, McIntire and Olterman voting “aye” and George “abstained.”

D. OTHER BUSINESS.

- 1. **Bid Award for School Crossing Guard Services** (AF: 62-2019) (David Quillin).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 2, 2019**

Motion/Second: Cooper/Olterman, to pass:

Resolution No. 2019-136, A RESOLUTION AMENDING THE AGREEMENT FOR SCHOOL CROSSING GUARDS TO CROSS SAFE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. Apply for and Receive Tennessee Department of Health Project Diabetes Grant (AF: 65-2019) (Chris McCartt)

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-137, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE DEPARTMENT OF HEALTH PROJECT DIABETES GRANT

Passed: All present voting "aye."

3. Approve Application and Contract with Virginia Department of Transportation for Transit Planning (AF: 61-2019) (Bill Albright).

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2019-138, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2020; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting "aye."

4. Bid Award for Purchase of Two (2) AWD Utility Wagons (AF: 66-2019) (David Quillin, Steve Hightower).

Motion/Second: George/Olterman, to pass:

Resolution No. 2019-139, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO ALL-WHEEL DRIVE UTILITY WAGONS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

5. Bid Award for Purchase of Seven (7) Marked Police Sedans (AF: 67-2019) (David Quillin, Steve Hightower).

Motion/Second: George/Olterman, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 2, 2019**

Resolution No. 2019-140, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF SEVEN MARKED POLICE SEDANS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

6. Bid Award for Purchase of Two (2) Police Pursuit Utility Wagons
(AF: 68-2019) (David Quillin, Steve Hightower).

Motion/Second: George/Olterman, to pass:

Resolution No. 2019-141, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO POLICE PURSUIT UTILITY WAGONS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

7. Bid Award for Purchase of One (1) F550 Crew Cab with Utility Body and Crane (AF: 73-2019) (Ryan McReynolds, Steve Hightower).

Motion/Second: George/Adler, to pass:

Resolution No. 2019-142, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE F550 CREW CAB WITH UTILITY BODY AND CRANE TO FAIRWAY FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

8. Bid Award for Purchase of Two (2) F550 Extended Cab with Utility Body (AF: 74-2019) (Ryan McReynolds, Steve Hightower).

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-143, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO F550 EXTENDED CAB WITH UTILITY BODY TRUCKS TO WORLD WIDE FORD SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

9. Renew the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to H. T. Hackney Company and B.K.T., Inc. (AF: 60-2019) (Chris McCartt).

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-144, A RESOLUTION AUTHORIZING THE RENEWAL OF THE KINGSFORT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR CONTRACTS WITH H.T. HACKNEY COMPANY AND B.K.T., INC.

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 2, 2019**

10. Hosting Agreement between Earth Networks Inc. and the City of Kingsport (AF: 72-2019) (Chris McCartt).

Motion/Second: George/Olterman, to pass:

Resolution No. 2019-145, A RESOLUTION APPROVING AN AGREEMENT WITH EARTH NETWORKS, INC. 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.”

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

Motion/Second: McIntire/Adler, to adopt:

1. Apply for and Receive a Specialized Motorcycle Enforcement Grant through the Tennessee Highway Safety Office (THSO) (AF: 63-2019) (David Quillin).

Pass:

Resolution No. 2019-146, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HIGHWAY SAFETY GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

Passed in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

2. Amend Resolution 2019-120 to Correct Account Number for Bid Award for One 72-Passenger School Bus to Mid-South Bus Center (AF: 71-2019) (Steve Hightower).

Pass:

Resolution No. 2019-147, A RESOLUTION AMENDING RESOLUTION NO. 2019-120 TO REFLECT THE CORRECT ACCOUNT NUMBER PERTAINING TO THE AWARD OF BID FOR THE PURCHASE OF ONE 72 PASSENGER SCHOOL BUS TO MID-SOUTH BUS CENTER, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

VIII. COMMUNICATIONS.

A. CITY MANAGER. None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 2, 2019**

B. MAYOR AND BOARD MEMBERS. Mayor Clark made comments regarding the Ballard merger and answered questions that have been directed at the BMA recently. Alderman Adler stated the Ballard issue was political because of the involvement of the State. Alderman Olterman commented on the NICU and also reminded citizens it was baseball season and to support their local schools. Alderman George stated the Kingsport Theatre Guild would be showing *The Secret Garden* over the next two weekends at the Renaissance Center. She also reminded everyone of race weekend. Alderman Cooper commented she was sorry she had been gone and missed the last two meetings. Alderman Begley reminded citizens that there are many reasons why the BMA have been non-responsive regarding the Ballard issue. Vice-Mayor McIntire commented on the Kingsport City Schools being recognized as a best community for public education. He also reminded everyone the Farmers Market would be opening in April and asked City Recorder Cox to provide further details.

C. VISITORS. Several citizens made comments to the board regarding Ballard Health. BMA members responded and an interactive discussion ensued.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 9:33 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Amending Sections 2-591 and 98-596(a) to Include the Word "Responsible" Before "Compliant Bidder"

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

Action Form No.: AF-69-2019
Work Session: April 1, 2019
First Reading: April 2, 2019

Final Adoption: April 16, 2019
Staff Work By: Morelock, Billingsley
Presentation By: Billingsley

Recommendation:

Approve the Ordinance.

Executive Summary:

Article VII, Section 2 and Article X, Section 1 of the city charter provide that bids are awarded to the lowest responsible compliant bidder. City code sections 2-591 and 98-596(a) include provisions pertaining to the award of bids in certain situations. The word "responsible" is not included in those sections, although the words "lowest compliant bidder" are in those sections. The attached ordinance adds the word "responsible" to those code sections so that the bid is awarded to the lowest responsible compliant bidder, making it consistent with the requirements of the city charter.

City code section 2-591 defines "responsible compliant bidder" as a person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will ensure good faith performance, and who has submitted a bid which conforms in all material respects to the invitation to bid and includes all the criteria used in evaluating the bid.

Attachments:

- 1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Amending Sections 2-591 and 98-596(a) to Include the Word "Responsible" Before "Compliant Bidder"

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

Action Form No.: AF-69-2019
Work Session: April 1, 2019
First Reading: April 2, 2019

Final Adoption: April 16, 2019
Staff Work By: Morelock, Billingsley
Presentation By: Billingsley

Recommendation:

Approve the Ordinance.

Executive Summary:

Article VII, Section 2 and Article X, Section 1 of the city charter provide that bids are awarded to the lowest responsible compliant bidder. City code sections 2-591 and 98-596(a) include provisions pertaining to the award of bids in certain situations. The word "responsible" is not included in those sections, although the words "lowest compliant bidder" are in those sections. The attached ordinance adds the word "responsible" to those code sections so that the bid is awarded to the lowest responsible compliant bidder, making it consistent with the requirements of the city charter.

City code section 2-591 defines "responsible compliant bidder" as a person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will ensure good faith performance, and who has submitted a bid which conforms in all material respects to the invitation to bid and includes all the criteria used in evaluating the bid.

Attachments:

- 1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 2-591 RELATING TO DEFINITIONS AND SECTION 98-596(a) RELATING TO AUTHORIZATION TO CONTRACT FOR TOWING SERVICES AND STORAGE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 2-591 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by changing the definition of multistep sealed bidding to read as follows:

Sec. 2-591. Definitions

Multistep sealed bidding is a two-phase process consisting of a technical first phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the city manager, and a second phase in which those bidders whose technical offers are determined to be acceptable during the first phase have their price bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the city and at the same time obtain the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.

SECTION II. That Section 98-596(a) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 98-596. Authorization to contract for towing services and storage.

(a) The city may contract the services of one or more competent towing service firms for the removal and storage of motor vehicles taken into custody of the city for any reason. Any contract for towing services and storage of motor vehicles pursuant to this section shall be awarded on the basis of the city's competitive bidding procedure and awarded to the lowest responsible compliant bidder, in the best interest and advantage to the city.

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

JOHN CLARK, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Agreement with Omnia Partners for Cooperative Purchasing

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

Action Form No.: AF-80-2019
 Work Session: April 15, 2019
 First Reading: N/A

Final Adoption: April 16, 2019
 Staff Work By: Committee
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution recommending that the City sign the Omnia Partners Public Sector Master Intergovernmental Cooperative Purchasing Agreement.

Executive Summary:

After a competitive solicitation and selection process by principal procurement agencies, a number of suppliers have entered into master agreements to provide a variety of goods, products and services to the applicable principal procurement agency and participating public agencies. The City benefits by being able to make purchases utilizing the Omnia Partners Public Sector Purchasing Cooperative with the confidence we are receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency.

Utilizing cooperative purchasing agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product/service receipt.

National IPA and US Communities are now part of Omnia Partners – the nation’s largest purchasing organization in procurement and supply chain management.

Attachments:

1. Resolution
2. Agreement

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE OMNIA PARTNERS PUBLIC SECTOR FOR COOPERATIVE PURCHASING 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 benefits by being able use cooperative purchasing with the confidence that we are receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency; and

WHEREAS, the city would like to enter into an agreement with Omnia Partners Public Sector for cooperative purchasing.

Now therefore,

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

SECTION I. That an agreement with Omnia Partners Public Sector 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 Omnia Partners Public Sector 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:

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

[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 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

OMNIA PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing

or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

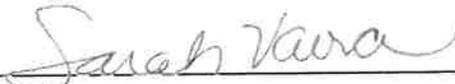
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY**
d/b/a OMNIA Partners Public Sector

Authorized Signature

Name

Title and Agency Name

Date



Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date



AGENDA ACTION FORM

Execute a Release of a Lien on 918 Dale Street

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

Action Form No.: AF-77-2019
 Work Session: April 15, 2019
 First Reading: N/A

Final Adoption: April 16, 2019
 Staff Work By: Mike Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

As a result of the acquisition through a tax sale of the real property at 918 Dale Street, the city sold the property through a public bid by quitclaim deed dated June 29, 2016, for \$6,500. The property was encumbered by a lien of \$9,200 for demolition cost that had resulted from the city having a structure on the lot torn down at least a decade early. At the time of the sale in 2016 with accrued interest and penalties the lien exceeded \$23,000. The tax appraisal of the property was \$6,200 and the independent land appraisal report indicated a value of \$6,500. So there was no practical way to sell the property and return it to the tax roles with the lien on the property. Since the bid was at the appraised value the vacant lot could be sold and returned to the tax role provided the lien was released. It was the intent of the city to release the lien so the sale could take place. The resolution approving the sale did not provide for the approval and execution of a release of the lien, and the lien is an impediment to the title of the property. The attached resolution authorizes the release of the lien and the execution of the same by the mayor.

Attachments:

1. Resolution
2. Copy of Lien
3. Location Map

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RELEASE OF A LIEN ON REAL PROPERTY AT 918 DALE
STREET, KINGSPORT, TENNESSEE

WHEREAS, in 2003 the city had a structure located on the real property at 918 Dale Street torn down; and

WHEREAS, the city filed a lien against the property for \$9,200 for the expense of the demolition and recorded in Lien Book 46 at page 219 in Registers Office for Sullivan County at Blountville, Tennessee; and

WHEREAS, the city acquired the property through a tax sale by deed record in Deed Book 3188 at page 1204 in the Register of Deeds Office for Sullivan County at Blountville, Tennessee, and the taxes and lien were deleted from the delinquent tax roll maintained by the Sullivan County Clerk & Master; and

WHEREAS, thereafter by Resolution No. 2016-203 the board approved the sale of the vacant property for \$6,500, which paid for the back taxes, penalties and interest, and the intention of the city was to release the lien for demolition; and

WHEREAS, in 2016 the tax appraisal of the property was \$6,200 and the independent land appraisal report indicated a value of \$6,500.

WHEREAS, due to penalties and interest the demolition lien exceeded \$23,000 at the time of the sale; and

WHEREAS, the board finds that the property would never have been sold if with the lien for demolition lien was not released; and

WHEREAS, it was intent to release the lien for demolition upon the approval of the sale of the property.

Now therefore,

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

SECTION I. That the board finds that the real property at 918 Dale Street, Kingsport, Tennessee that it would have been impossible to sell the property with the lien in place and that it would not have sold if the demolition lien was not released, as the lien far exceeds the appraised value of the property, and accordingly the lien on the property is hereby fully and completely released.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, a release of the lien filed against property and recorded in Lien Book 46L, page 219 in Registers Office for Sullivan County at Blountville, Tennessee and all other documents necessary and proper to effectuate the purpose of the release of the lien or this resolution, said release being generally as follows:

FULL RELEASE OF LIEN

In consideration of the premises, City of Kingsport, Tennessee, through its mayor, duly authorized, states that it is the sole true and lawful holder and owner of the entire indebtedness fully described in and secured by a Lien claimed by the City of Kingsport against Michael Hale of record in Lien Book 46L, page 219 in the Register's Office of Sullivan County at Blountville, Tennessee, to which reference is hereby made, and hereby fully releases and discharges said Lien.

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

SECTION IV. That the city recorder, or designee, is authorized to record the release in the Register of Deeds Office for Sullivan County at Blountville, Tennessee.

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

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

ADOPTED this the 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

99329

Tax Map #46-O, Group A, Parcel #033.00

THIS INSTRUMENT PREPARED BY:

OFFICE OF THE CITY ATTORNEY
225 West Center Street
Kingsport, Tennessee 37660
(423) 229-9464

BOOK LB046 PAGE 0219

IN THE REGISTER'S OFFICE FOR SULLIVAN COUNTY, TENNESSEE

CITY OF KINGSFORT, TENNESSEE

TO: MICHAEL HALE
2251 Diana Street
Kingsport, Tennessee 37660

MARY LOU DUNCAN			
REGISTER OF DEEDS			
SULLIVAN COUNTY, TENNESSEE			
18 Oct 2005	TIME	03:25 p	
BOOK LB046	PAGE	0219	
TAX	C	CF 2.00	
FEE	10.00	TOTAL	12.00
RECEIPT NO. 2005-007112			

NOTICE OF LIEN

Notice is hereby given that the City of Kingsport, a municipal corporation organized and existing under the laws of the State of Tennessee with offices located at 225 West Center Street, Kingsport, Tennessee 37660, has and claims a Lien on 918 Dale Street, identified as Lot 61, Block 71, Kingsport Townsite Plan, Tax Map 46-O, Group A, Parcel 033.00, on the records of the Property Assessor of Sullivan County, 11th Civil District of Sullivan County, and further identified and more particularly described in deeds recorded in Deed Book 670C at page 365, in the Registers Office for Sullivan County at Blountville, Tennessee, to secure the payment of a debt due and owing to the City of Kingsport for demolition of said structure, removal of debris from said property and the recording costs of said Lien.

On the 13th day of March, 2002, the Building Official of the City of Kingsport held a public hearing on the charges set forth in a complaint and ordered Michael Hale, the owner of the structure located on said property, to demolish and clear all debris from the lot within (60) days.

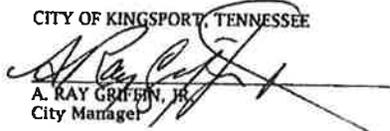
Pursuant to §22-739 of the Kingsport City Code, should the owners fail or refuse to comply with said Order of the Building Official, then said Building Official may, with city forces or by contract, arrange and procure the removal of such buildings and all debris, with any costs incurred by the city in the process to be charged against the owners and become a lien against said property.

Michael Hale, the owner of said structure aforesaid, thereafter failed to comply with the Order of the Building Official of the City of Kingsport and said Building Official contracted with a private company to demolish the building and clear the lot of all debris at a cost of NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$9,200.00).

The City of Kingsport is authorized to claim said Lien pursuant to Tennessee Code Annotated §13-21-106(b) and §22-740 of the Kingsport City Code.

The foregoing statement of indebtedness in the amount of NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$9,200.00) and recording costs of said Lien in the amount of TWELVE DOLLARS (\$12.00) is a true, just and correct statement after giving all proper credit and same is for the demolition of the structure and debris removal on said property and costs, and remains unpaid.

CITY OF KINGSFORT, TENNESSEE


A. RAY GRIFFIN, JR.
City Manager

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Personally appeared before me, Carol S. Sabini, a Notary Public in and for the State and County aforesaid, A. Ray Griffin, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the City Manager of the City of Kingsport, Tennessee, the within named bargainer, a municipal corporation of the State of Tennessee, and that he as such City Manager, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as City Manager.

0046L
0220

BOOK LB046 PAGE 0220

WITNESS my hand and official seal at office in Kingsport, Sullivan County,
Tennessee, this 14th day of October, 2005.

Coral S. Robinson
NOTARY PUBLIC

My Commission Expires
January 16, 2008



Sullivan County, Tenn. Register of Deeds: Received for record on the 18 day of
Oct, 2005 at 3:25 M. Noted in Note Book 71 Page 92

Mary Lou Duncan
Register



Legend

-  918 Dale Street
-  Selected Parcel
-  Streets
-  Parcels

DISCLAIMER

This map product was prepared from a Geographic Information System established by the City of Kingsport for its internal purposes only, and was not designed or intended for general use by members of the public. The City of Kingsport, its employees, agents, and personnel, make no representation or warranty as to its accuracy, and in particular, its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. The City of Kingsport, its employees, agents and personnel, MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THIS MAP PRODUCT.

Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold the City of Kingsport, its employees, agents and personnel, harmless from and against any damage, loss, or liability arising from any use of this map product.

Independent verification of all data contained on this map product should be obtained by any user of this map product. The City of Kingsport, its employees, agents and personnel, disclaim, and shall not be held liable for, any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity.

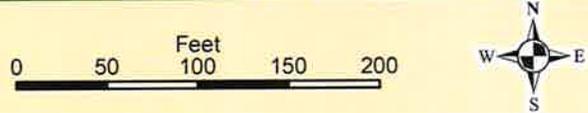
This map product has been copyrighted by the City of Kingsport. The City of Kingsport hereby reserves all rights therein, and neither this map product, nor any portion thereof, may be reproduced in any form or by any means without the express written authorization of the City of Kingsport or its authorized agents.

© City of Kingsport, Tennessee. All Rights Reserved.

TN Department of Transportation



Prepared by the City of Kingsport
 Geographic Information System (G.I.S)
 Date: 04-10-19
 Map File Name: 19087wo11460





AGENDA ACTION FORM

Renewing the Award of the Bid for Unleaded Gasoline & Ultra-Low Sulfur Diesel

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

Action Form No.: AF-81-2019
Work Session: April 15, 2019
First Reading: N/A

Final Adoption: April 16, 2019
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:

Bids were opened on May 16, 2018 for the purchase of Unleaded Gasoline and Ultra-Low Sulfur Diesel for use by the City. The City's Invitation to Bid included a renewal option clause which allows the City to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Fleet Maintenance Manager and the Procurement Manager to extend the following fuel purchases for an additional 12 month period with a minimal increase as follows:

Unleaded Gasoline – Mansfield Oil with a markup margin of .0562 above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery

Ultra-Low Sulfur Diesel – Petroleum Traders Corporation with a markup margin of .0591 above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery

The time frame for these renewals is July 1, 2019 through June 30, 2020.

Please see the attached documents for more information.

Funding is identified in various City and Schools accounts.

Attachments:

- 1. Resolution
- 2. Resolution
- 3. Bid Opening Minutes
- 4. Recommendation Memo & Renewal Letters

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT AND VEHICLES TO MANSFIELD OIL COMPANY OF GAINESVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 16, 2018, for the purchase of unleaded gasoline for use in city equipment and vehicles; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase on an annual basis in one year increments up to three years provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, the city would like to renew the award of bid for the period of July 1, 2019 through June 30, 2020.

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the renewal of the bid for purchase of unleaded gasoline for use in city equipment and vehicles, at cost plus \$.00408 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery, by Mansfield Oil Company of Gainesville, is approved and the city manager is authorized to execute purchase orders 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 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF ULTRA LOW SULFUR DIESEL FUEL FOR USE IN CITY EQUIPMENT AND VEHICLES TO PETROLEUM TRADERS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 16, 2018, for the purchase of ultra low sulfur diesel fuel for use in city equipment and vehicles; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase on an annual basis in one year increments up to three years provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, the city would like to renew the award of bid for the period of July 1, 2019 through June 30, 2020.

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the renewal of the bid for purchase of ultra low sulfur diesel fuel for use in city equipment and vehicles, at cost plus \$.0541 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery, by Petroleum Traders Corporation, is approved and the city manager is authorized to execute purchase orders 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 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 16, 2018
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:

UNLEADED GASOLINE			
Item:	Mansfield Oil Co.	RKA Petroleum Co.	Petroleum Traders Corp.
File Federal Tax Refund	Yes	Yes	Yes
Source of Fuel Supply	Knoxville, TN	Valero	Knoxville, TN
Anti-Knock Index	87 Octane	87	87
Mark-Up	\$0.0408	\$2.0784*	.0432

*Transport only, no Tank Wagon pricing available.

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

MINUTES
BID OPENING
May 16, 2018
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:

ULTRA LOW SULFUR DIESEL FUEL		
Vendor:	Unit Cost Mark-Up:	Source of Fuel Supply:
Mansfield Oil Co.	\$0.0671	Knoxville, TN
RKA Petroleum Co.	\$2.2406*	Valero
Petroleum Traders Corp.	\$.0541	Knoxville, TN

*Transport only – no Tank Wagon pricing available.

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: April 2, 2019
Re: Ultra Low Sulfur Diesel and Gas Purchase Recommendation

This will confirm my review and recommendation to award the purchase contract for diesel and gasoline supply and delivery to the following company's.

Mansfield Oil Company is recommended for the gasoline supply. The \$.0154 increase is acceptable due to current market conditions. We dispensed 228,935 gallons of gasoline in the FY17-18 budget year. This would indicate a potential increase in operation cost to be approximately \$3,525.59 for the FY19-20 year. Mansfield's service and fuel delivery times have met our expectations in the past and are expected to in the future.

Petroleum Traders is recommended for the diesel supply. The \$.0050 increase is acceptable due to current market conditions. We dispensed 301,980 gallons of diesel in the FY17-18 budget year. This would indicate a potential increase in operation cost to be approximately \$1,509.90 for the FY19-20 year. Petroleum Traders service and fuel delivery times have met our expectations in the past and are expected to in the future.

Total impact for both fuel types would be approximately \$5,035.89 and would be an average fuel price increase of \$.0094 per gallon or almost 1 cent.

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

Thank you.

Eichmann, Nikisha

From: Mariah Moonen <mmoonen@PetroleumTraders.com>
Sent: Thursday, March 14, 2019 7:50 AM
To: Eichmann, Nikisha
Cc: Gayle Newton
Subject: RE: Ultra Low Sulfur Diesel

Good morning Nikisha,

Petroleum Traders Corporation would like to request a 0.0050 marginal increase for the extension period making the new margin +0.0591. Please advise if this is something the city would consider for the one year extension period. Thank you.

Mariah Moonen
Petroleum Traders Corporation
Bids Specialist
Ph: (260)207-6396
Fx: (260)498-2835

From: Eichmann, Nikisha [<mailto:NikishaEichmann@KingsportTN.gov>]
Sent: Wednesday, March 13, 2019 3:25 PM
To: Gayle Newton <gnewton@PetroleumTraders.com>
Subject: Ultra Low Sulfur Diesel

Good afternoon,

I am working on our blanket purchase orders for our next fiscal year and we are looking to possibly renew with Petroleum Traders Corp. for the ultra-low sulfur diesel that we currently purchase. Would you all be willing to hold the pricing that we currently receive for another year from 7/1/19-6/30/20? Please let me know as soon as possible.

Thank you,

Nikisha Eichmann
Assistant Procurement Manager
City of Kingsport
P: 423-229-9314
NikishaEichmann@KingsportTN.gov


KINGSPORT
TENNESSEE
225 W. Center St
Kingsport TN, 37660
www.kingsporttn.gov

Eichmann, Nikisha

From: Kim Bennett <kbennett@mansfieldoil.com>
Sent: Thursday, March 28, 2019 1:40 PM
To: Eichmann, Nikisha
Subject: RE: renewal request

Good afternoon Nikisha. I apologize for the delayed response. I just heard back from my sales pricing manager. Due to the volatility in current market conditions, we would need to increase your gas differential by .0154 to continue with the extension. This would put your new diff at a .0562.

Please let us know your decision. We are looking forward to continuing our relationship with you.

Kim Armour

From: Eichmann, Nikisha [<mailto:NikishaEichmann@KingsportTN.gov>]
Sent: Monday, March 25, 2019 1:03 PM
To: Kim Bennett <kbennett@mansfieldoil.com>
Subject: RE: renewal request
Importance: High

Good afternoon,

I hadn't heard anything back from you all yet about extending for another fiscal year from 7/1/19-6/30/20. Are you all going to be willing to extend our current pricing? Please let me know.

Thank you,

Nikisha Eichmann

Assistant Procurement Manager

City of Kingsport

P: 423-229-9314

NikishaEichmann@KingsportTN.gov



225 W. Center St

Kingsport TN, 37660

www.kingsporttn.gov

From: Kim Bennett [<mailto:kbennett@mansfieldoil.com>]
Sent: Wednesday, March 13, 2019 7:54 PM
To: Eichmann, Nikisha <NikishaEichmann@KingsportTN.gov>
Subject: renewal request

We will work on this and get back to you.

Thanks



AGENDA ACTION FORM

Renewing the Award of the Bid for Propane & Propane Conversion Kits

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

Action Form No.: AF-82-2019
Work Session: April 15, 2019
First Reading: N/A

Final Adoption: April 16, 2019
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 23, 2018 for the purchase of Propane which includes propane conversion kits for use by the City. The City's Invitation to Bid included a renewal option clause which allows the City to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Fleet Maintenance Manager and the Procurement Manager to extend the propane & propane conversion kits with Blossman Gas at \$.28 per gallon mark-up margin above the daily average rack price for Martin, TN per Lexington, SC the day of delivery.

The time frame for this renewal is July 1, 2019 through June 30, 2020.

Please see the attached documents for more information.

Funding is identified in various City and Schools accounts.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo & Renewal Letter

Funding source appropriate and funds are available: *JF*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF PROPANE AUTO GAS AND PROPANE CONVERSION KITS FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2020 TO BLOSSMAN GAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on May 23, 2018, the bids were opened for propane auto gas and propane conversion kits on an as needed basis for use by all city departments and schools; and

WHEREAS, the propane was awarded at a cost of \$0.28 per gallon mark-up margin above the daily average price, Martin, Tennessee, per Lexington, South Carolina; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase on for one year provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, the city would like to renew the award of bid for the period of July 1, 2019 through June 30, 2020 and funding will be provided from various city and schools accounts; and

WHEREAS, the city would like to renew the bid for propane conversion kits from Blossman, Gas on an as needed basis for use by Fleet Maintenance; at a cost of \$4,100.00 per kit with the intention of ordering at least 21 kits in the period of July 1, 2019 through June 30, 2020 and funding will be provided in account # 51150085013023.

Now therefore,

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

SECTION I. That the renewal of the bid for purchase of propane auto gas on an as needed basis for use by all city departments and schools to Blossman Gas is approved, and the city manager is authorized to execute purchase orders for same.

SECTION II. That the renewal of the bid for purchase of propane conversion kits for use by Fleet Maintenance at a cost of \$4,100.00, per kit with the intention of ordering at least 21 kits in the period of July 1, 2019 through June 30, 2020 and funding will be provided in account # 51150085013023 to Blossman Gas is approved, and the city manager is authorized to execute purchase orders for same

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 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING
May 23, 2018 - 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:

PROPANE			
Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
SOURCE OF FUEL SUPPLY	Lex. S.C.	Martin, TN per Lexington, SC	Apex North Carolina
MARK UP MARGIN FOR PROPANE	\$ 25 per gallon	\$ 28 per gallon	\$ 495
AWARDED VENDOR MUST HAVE THE ABILITY TO SUPPLY EPA CERTIFIED PROPANE CONVERSION KITS FOR AUTOMOTIVE AND SMALL EQUIPMENT APPLICATIONS	Yes	Yes	No
IS THE PROPANE SUPPLIER WILLING TO ASSIST IN THE EXPANSION OF THE CITY OF KINGSPORT'S AUTO-GAS USAGE BY CONTRIBUTING \$ _____ PER ADDITIONAL VEHICLE CONVERTED OR PURCHASED FOR AUTO GAS USE(LIMITED TO PREFERRED SUPPLIERS WHICH ARE PRINZ & ICOM)?	\$0.00	Attachment "A" Blossman Gas and Alliance Autogas are strategic partners working together to provide a complete solution for your business needs. Alliance Autogas will provide an \$800.00 discount on the conversion system pricing listed above from July 1, 2018 – June 30, 2019 if you choose Blossman Gas as your sole propane provider during this timeframe. Note: If you were to purchase 25 systems during this fiscal year, then the \$800.00 savings per conversion kit would equate to a total savings of \$20,000.00 for the City of Kingsport. Yes	\$1,000.00
IS THE PROPANE SUPPLIER WILLING TO PROVIDE PREVENTIVE AND REACTIVE MAINTENANCE TO AUTO-GAS DISPENSING INFRASTRUCTURE?	No	Yes	Yes
IF SO, THERE WOULD BE A MINIMUM OF TWO (2) INSPECTIONS PER YEAR. PRICE PER INSPECTION FOR INFRASTRUCTURE SAFETY & PERFORMANCE INSPECTION		Free	\$0.00
HOURLY LABOR CHARGE FOR ADDITIONAL REPAIRS PER HOUR		Free	\$90.00
MARKUP % FOR NEEDED PARTS AND SUPPLIES FOR INFRASTRUCTURE REPAIRS		10%	\$20.00

Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
IS THE PROPANE SUPPLIER ABLE TO SUPPLY & PROVIDE PRICING FOR THE FOLLOWING EPA CERTIFIED CONVERSION SYSTEMS TO BE USED IN THE CITY OF KINGSFORT'S AUTO GAS PROGRAM?	Yes	Yes *See Attachment "A" above.	No
CONVERSION SYSTEM PRICING TO INCLUDE TANK:	Cost + Freight	Pricing below is with you all completing the installations.	We can assist with our contacts to get the best prices possible but would have to mark up if we are the middleman.
COST PER SYSTEM FOR HARD WIRED SYSTEMS (V-8 CHARGER) \$ _____ BRAND	Cost	\$4,900.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V6/V8 (F-150, F-250, EXPLORER, ETC) \$ _____ BRAND	Cost	\$5,800.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V10 (E-450/F4-750) \$ _____ BRAND	Cost	\$7,000.00 Prins	

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



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: April 2, 2019
Re: Propane Autogas and Conversion Kit Purchase Recommendation

This memo will confirm my review of the Blossman Gas offering to maintain current propane fuel and propane conversion kit pricing for the upcoming FY19-20 year. I am recommending that Kingsport extend the purchase contract for propane auto gas fuel supply and delivery and propane conversion kits to Blossman Gas.

Blossman Gas service, fuel delivery times and infrastructure support have met our expectations in the past and are expected to in the future.

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

Thank you.

Eichmann, Nikisha

From: Happy Fox <jfox@allianceautogas.com>
Sent: Monday, March 18, 2019 2:17 PM
To: Eichmann, Nikisha
Subject: Propane AutoGas Purchase Contract

Nikisha,

Hope you are well today. Thank you for contacting us and the consideration for the Propane Contract Renewal with the City of Kingsport.

We would be willing to hold/honor the current pricing from the current Contract for another year. The renewal dates of 07/01/2019 – 06/30/2020. This would include the current Contract pricing for propane fuel and Propane Bi-fuel Systems as listed in the Contract.

Thank you to the City of Kingsport, Purchasing Department, and Fleet Maintenance Department for this opportunity. Please contact us if you have any questions. We will look forward to hearing from you on the next action needed from us.

Best regards,
Happy Fox
Alliance AutoGas
(828) 575-8024



AGENDA ACTION FORM

Amend a Contractual Agreement, TDOT Project No: 82-5307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses

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

Action Form No.: AF-76-2019
Work Session: April 15, 2019
First Reading: N/A

Final Adoption: April 16, 2019
Staff Work By: Chris Campbell
Presentation By: Chris McCart

Recommendation:

Approve the Resolution.

Executive Summary:

In August of 2018, the Board of Mayor and Alderman approved a resolution to secure 5307 funds through FTA for Phase 2 of the KATS Transit Center. This grant will be used for the Architecture and Engineering phase of the vehicle storage facility and associated parking area. This action is approving the amended contract with TDOT to add their matching funds of \$25,300. The Local match amount has already been approved.

Attachments:

1. Resolution
2. TDOT Contract

Funding source appropriate and funds are available: *JF*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT TWO TO TENNESSEE DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER GG-17-52819-00 FOR THE REIMBURSEMENT OF CAPITAL EXPENSES FOR THE NEW 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, in November, 2016, the board approved Tennessee Department of Transportation (TDOT) Contract Number GG-17-52819-00 for the grant of funds for the construction of the Transit Center; and

WHEREAS, in November, 2017, TDOT and the Federal Transit Authority (FTA) awarded additional funds and the city and the FTA have previously approved the addition and allocated the funds; and

WHEREAS, this amendment two provides \$25,300.00 from TDOT in additional grant funds; and

WHEREAS, the city has already provided its required match; and

WHEREAS, the current contract needs to be amended to add these funds; and

Now therefore,

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

SECTION I. That Amendment Two to TDOT Contract Number GG-17-52819-00 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, the Amendment Two to TDOT Contract Number GG-17-52819-00 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 agreement being as follows:

**AMENDMENT TWO
OF GRANT CONTRACT GG-17-52819-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B. Term of Contract is deleted in its entirety and replaced with the following:

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2016 ("Effective Date") and ending on December 31, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

2. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the

following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Eighty Thousand, Eight Hundred Dollars and No Cents (\$580,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract section C.5.Invoice Requirements is deleted in its entirety and replaced with the following:

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

Department of Transportation

Multimodal Transportation Resources Division James K. Polk Building, Suite 1200

505 Deaderick Street

Nashville, Tennessee 37243

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

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

(2) Invoice Date.

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

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

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

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

(7) Grantee Name.

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

(9) Grantee Remittance Address.

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

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

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

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

4. Grant Contract section D.8.Communications and Contacts is deleted in its entirety and replaced with the following:

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

The State:

John K. Brock, Program Monitor 2 Tennessee Department of Transportation

Multimodal Transportation Resources Division James K. Polk Building, Suite 1200

505 Deaderick Street

Nashville, Tennessee 37243 john.k.brock@tn.gov Telephone # (615) 741-3432

FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP

Public Transportation Manager Kingsport Area Transit Service
109 Clay Street
Kingsport, Tennessee 37660
ChrisCampbell@KingsportTn.gov Telephone # (423) 224-2857
FAX # (423) 224-2615

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

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

5. Grant Contract section D.18. Annual and Final Reports is deleted in its entirety and replaced with the following:

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

6. Grant Contract section D.19. Audit Report is deleted in its entirety and replaced with the following:

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment Two to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment Two complete Attachment Three if the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

7. Grant Contract section D.20. Procurement is deleted in its entirety and replaced with the following:

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

10. Grant Contract section D.27. State Interest in Equipment or Motor Vehicles is deleted in its entirety and replaced with the following:

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

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

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

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

11. Grant Contract Attachment Attachment One is deleted in its entirety and replaced with the new Attachment One attached hereto.

12. Grant Contract Attachment Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

12. Grant Contract Attachment Attachment Three attached hereto is added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment 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 16th day of April, 2019

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



GRANT AMENDMENT

Agency Tracking # 40100-04317	Edison ID 52819	Contract # GG-17-52819-02	Amendment # 2		
Contractor Legal Entity Name City of Kingsport			Edison Vendor ID 1562		
Amendment Purpose & Effect(s) Amendment Increases Contract Amount by \$25,300.00, from \$555,500.00 to \$580,800.00					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 12/31/2020			
TOTAL Contract Amount INCREASE per this Amendment (zero if N/A):			\$25,300.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	\$515,500.00				\$28,015.73
2019	\$40,000.00				\$40,000.00
2019	25,300.00				\$25,300.00
TOTAL:	\$580,800.00				\$580,800.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE GG-17-52819-02	
Speed Chart (optional) TX00238038		Account Code (optional) 71302000			

Address #17

**AMENDMENT TWO
OF GRANT CONTRACT GG-17-52819-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B. Term of Contract is deleted in its entirety and replaced with the following:

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2016 ("Effective Date") and ending on December 31, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Eighty Thousand, Eight Hundred Dollars and No Cents (\$580,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract section C.5. Invoice Requirements is deleted in its entirety and replaced with the following:

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

Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

4. Grant Contract section D.8. Communications and Contacts is deleted in its entirety and replaced with the following:

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

The State:

John K. Brock, Program Monitor 2
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
john.k.brock@tn.gov
Telephone # (615) 741-3432
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
109 Clay Street
Kingsport, Tennessee 37660

ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

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

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

5. Grant Contract section D.18. Annual and Final Reports is deleted in its entirety and replaced with the following:

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

6. Grant Contract section D.19. Audit Report is deleted in its entirety and replaced with the following:

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment Two to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment Two complete Attachment Three If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- 7 Grant Contract section D.20. Procurement is deleted in its entirety and replaced with the following:

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

10. Grant Contract section D.27. State Interest in Equipment or Motor Vehicles is deleted in its entirety and replaced with the following:

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

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and

substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- 11. Grant Contract Attachment Attachment One is deleted in its entirety and replaced with the new Attachment One attached hereto.
- 12. Grant Contract Attachment Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.
- 12. Grant Contract Attachment Attachment Three attached hereto is added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

GRANTEE SIGNATURE	DATE
JOHN CLARK, MAYOR	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

09-20-18 AMEND-G

TDOT PROJECT NO.: 825307-S3-019
FTA PROJECT NO.: TN-2016-015-02

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11 00 S0 Capital Assistance Non-ADA - TDOT	\$580 800 00	\$4 646 400 00	\$580 800 00	\$580 800 00	\$5 808 000 00
11 00 S1 Capital Assistance ADA - TDOT					
11 1x xx Revenue Rolling Stock					
11 2x xx Transitways - Line					
11 3x xx Station Stops & Terminals					
11 4x xx Support Equip : Facilities					
11 5x xx Electrification Power Dist					
11 6x xx Signal & Communication Equip					
11 7x xx Other Capital Items					
11 8x xx State Programs Administration					
11 9x xx Transit Enhancements					
12 xx xx Fixed Guideway					
14 xx xx New Start					
SCOPE—OPERATING					
30 00 00 Operating Assistance - TDOT					
30 xx xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43 5x xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44 00 S0 Planning - TDOT					
44 xx xx Planning					
SCOPE—MANAGEMENT TRAINING					
50 xx xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51 xx xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55 xx xx Research Projects					
SCOPE—SAFETY & SECURITY					
57 xx xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70 xx xx					
SCOPE - Non-Add Scope Codes					
99 xx xx					
SCOPE - OTHER					
xx xx xx - Other					
xx xx xx - Other					
GRAND TOTAL	\$580 800 00	\$4 646 400 00	\$580 800 00	\$580 800 00	\$5 808 000 00

*Federal share not distributed in this grant contract

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$580,800.00	\$4,646,400.00	\$580,800.00	\$580,800.00	\$5,808,000.00
TOTAL	\$580,800.00	\$4,646,400.00	\$580,800.00	\$580,800.00	\$5,808,000.00

ATTACHMENT TWO**Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- City of Kingsport is subject to an audit for fiscal year #.
- City of Kingsport is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 1562

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT THREE

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1562

Is City of Kingsport a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Kingsport a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Authorizing the Execution, Terms, Issuance, Sale, and Payment of Not to Exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019A, of the City of Kingsport, Tennessee

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

Action Form No.: AF-85-2019
 Work Session: April 15, 2019
 First Reading: N/A

Final Adoption: April 16, 2019
 Staff Work By: Sid Cox
 Presentation By: Sid Cox / Jeff Fleming

Recommendation:

Approve a Bond Resolution authorizing the issuance of not to exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019A, of the City of Kingsport, Tennessee.

Executive Summary:

Attached for consideration is a bond resolution authorizing the issuance of not to exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019A, in order to refund the outstanding indebtedness of certain maturities of the City's General Obligation Public Improvement Bonds, Series 2009D (Federally Taxable Build America Bonds), dated December 8, 2009, issued in the original principal amount of \$26,415,000. (See attached summary for a more complete explanation.)

Current conditions in the financial markets make it attractive from a savings standpoint, to refinance certain debt. This particular refunding is estimated to result in a net present value benefit to the City of approximately \$772,643, for an estimated net present value savings of 4.703%. This minimum threshold for savings as established in the City's Debt Policy is, 3%.

Mr. Rick Dulaney and Ms. Elizabeth Zuelke, with Raymond James & Associates, serve as the City's Financial Advisors, on debt related transactions. Mr. Dulaney will be present at the BMA Work Session to provide an overview of the process and answer any questions that the BMA may have.

Attachments:

1. Executive Summary (Continued)
2. Resolution
3. Debt Service Schedules
4. Letter

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Ofterman	—	—	—
Clark	—	—	—

SUPPLEMENTAL INFORMATION Action Form 85-2019

Executive Summary *continued*:

SUBJECT: Authorizing the Issuance of Not to Exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019A of the City of Kingsport, Tennessee

As of the date that the refunding plan was submitted to the Division of Local Finance (April 2, 2019), it was estimated that a refunding of these bonds could save the City approximately \$830,726 in total debt service expenditures over the remaining life of the bonds with a net present value benefit of approximately \$772,643. The actual savings will be determined by the interest rates obtained during the sale of the bonds.

In accordance with the City's adopted debt policy, the minimum threshold for considering a refunding transaction is when the expected net present value savings is 3 %. The estimated net present value savings for this proposed refunding is 4.703%. The refinancing will not be completed unless meaningful saving can be obtained.

As required under State law, this plan for refunding has been submitted to the Division of Local Finance for review and approval, allowing the City to proceed with the refunding transaction.

Included in the attached information, is a projected debt service schedule, based on recent market conditions. Once the bonds are sold, final schedules will be provided to the BMA. The proposed amount of the bond issue includes the funds necessary to be placed into the escrow account to be used to redeem the outstanding maturities at their first call date. In addition, the bonds include the estimated costs associated with issuing the bonds. These items are also detailed in Attachment II.

It is recommended that staff proceed with the refunding plan as outlined above.

Representatives from Raymond James / Morgan Keegan (Financial Advisor) will be available at the April 15, 2019 BMA Work Session to address any questions the BMA may have.

If additional information is needed, please advise.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$18,300,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, OF THE CITY OF KINGSPORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

WHEREAS, pursuant to resolutions duly adopted by the Board of Mayor and Aldermen (the "Board") of the City of Kingsport, Tennessee (the "Municipality"), there have been authorized and issued those certain General Obligation Public Improvement Bonds, Series 2009D (Federally Taxable Build America Bonds), dated December 8, 2009, issued in the original principal amount of \$26,415,000 (the "Refunded Bonds");

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue and sell refunding bonds for the purpose of refunding bonds previously authorized and issued in advance of the maturity or redemption date of such bonds and to pay costs incident to the issuance and sale of the refunding bonds;

WHEREAS, the refunding of the Refunded Bonds will result in costs savings to the Municipality;

WHEREAS, the plan of refunding for the Refunded Bonds have been submitted to the Director of the Office of State and Local Finance for review and a report on the plan of refunding has been issued by such Director;

WHEREAS, it is necessary to appoint an escrow agent for the purpose of ensuring the payment of the principal of, premium, if any, and interest on the Refunded Bonds, and to provide for the execution of an escrow agreement between the Municipality and said escrow agent so as to best provide for the redemption of the Refunded Bonds;

WHEREAS, it is necessary to make provisions for the redemption in advance of the maturity of the Refunded Bonds;

WHEREAS, the Board finds that it is necessary and desirable to issue not to exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019 (the "Bonds"), for the purposes of refunding the Refunded Bonds and paying costs incident to the issuance of the Bonds;

WHEREAS, it is necessary to authorize an official statement in connection with the issuance of the Bonds; and,

WHEREAS, it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of the Bonds:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

“Act” shall mean Title 9, Chapter 21, Tennessee Code Annotated, as amended.

“Authorized Representative of the Municipality” means the then Mayor, the then Recorder, or the then Treasurer, of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

“Board” means the Board of Mayor and Aldermen of the Municipality.

“Bond”, means individually, and “Bonds” means, collectively, the General Obligation Refunding Bonds, Series 2019 of the Municipality, authorized to be issued by this Resolution of the Board.

“Bond Counsel” means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

“Bondholder”, “Owner”, or any similar term, when used with reference to the Bonds, means any Person who shall be the registered owner of any then Outstanding Bond or Bonds.

“City Attorney” means the duly appointed City Attorney of the Municipality, or his or her successors.

“Closing Date” means the date of sale, delivery, and payment of the Bonds.

“Code” means the United States Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds, and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or effect the Bonds.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed by the Municipality and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“DTC” means The Depository Trust Company, New York, New York.

“Escrow Agent” means the escrow agent selected by the Municipality to serve as escrow agent under the Escrow Agreement.

“Escrow Agreement” means that certain Escrow Agreement between the Municipality and the Escrow Agent in substantially the form attached hereto as Exhibit “B” with such changes and revisions as may be deemed necessary by the Authorized Representatives of the Municipality executing the Escrow Agreement.

“Government Obligations” means any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of Federal agencies to the extent unconditionally guaranteed by the United States of America, which Bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

“Interest Payment Date” means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

“Mayor” means the duly elected, qualified, and acting Mayor of the Municipality, or his or her successors.

“Outstanding,” “Bonds Outstanding,” or “Outstanding Bonds” means, as of a particular date, all Bonds issued and delivered and authenticated under this Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the Municipality at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the Municipality for the benefit of the Owner thereof; (3) any Bond in lieu of or in substitution for which another Bond shall have been delivered and authenticated pursuant to this Resolution, unless proof satisfactory to the Municipality is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (4) any Bond deemed paid under the provisions of this Resolution, except that any such Bond shall be considered Outstanding until the maturity thereof only for the purposes of being exchanged, transferred, or registered.

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Principal Payment Date” means each date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

“Recorder” means the duly appointed, qualified, and acting Recorder of the Municipality, or his or her successors.

“Registration Agent” means U.S. Bank National Association, or its successor, or successors hereafter appointed in the manner provided in this Resolution.

“Resolution” means this Resolution, as supplemented and amended.

“State” means the State of Tennessee.

“Treasurer” means the duly appointed, qualified, and acting Treasurer of the Municipality, or his or her successors.

Section 3. Authorization. For the purpose of providing funds to refund the Refunded Bonds and to pay costs incident to the issuance of the Bonds, there is hereby authorized to be issued General Obligation Refunding Bonds, Series 2019 of the Municipality, in the aggregate principal amount of not to exceed Eighteen Million Three Hundred Thousand Dollars (\$18,300,000), or such lesser aggregate amount as may be determined by the Authorized Representatives of the Municipality executing the Bonds. No Bonds may be issued under the provisions of this Resolution except in accordance herewith. The Board hereby finds that the refunding of the Refunded Bonds will result in cost savings to the Municipality.

Section 4. Form of Bonds; Execution. (a) The Bonds, or any series thereof, are issuable only as fully registered bonds, without coupons, in the denomination of \$5,000 or any integral multiple thereof. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit “A” attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality. Each series of Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Recorder, and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon, and shall be approved as to form by the manual or facsimile signature of the City Attorney. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of an officer of the Registration Agent on the certificate set forth on the Bonds.

(c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the Municipality to sign such Bond, although on the respective dates of the adoption by the Municipality of this Resolution, such individuals may not have been such officers.

Section 5. Maturities, Interest Rates, Payment, and Certain Other Provisions of Bonds. (a) The Bonds shall be issued in one or more series, and subject to the adjustments permitted under Section 19 hereof shall be known as “General Obligation Refunding Bonds,

Series 2019,” shall be dated as of the date of issuance and delivery, and shall have such series designation or other dated date as shall be determined by the Mayor pursuant to Section 19 hereof. The Bonds shall be issued at a date, at a rate or rates of interest not to exceed the maximum rate allowed by law, and upon terms and conditions to be determined. The Bonds shall bear interest from the date thereof at a rate or rates to be hereafter determined by the Municipality when said Bonds, or any series thereof, are sold, but not exceeding the maximum rate allowed by law, such interest being payable (subject to the adjustments permitted under Section 19 hereof) semi-annually on the first day of March and September of each year, commencing September 1, 2019. Subject to the adjustments permitted pursuant to Section 19 hereof, the Bonds shall mature serially or be subject to mandatory redemption and be payable on March 1 of each year, subject to prior optional redemption, as hereinafter provided, either serially or through mandatory redemption, in the years 2020 through 2030, inclusive.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal of, and the premium, if any, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond.

(b) Interest on the Bonds shall be payable by check or other form of draft of the Registration Agent deposited by the Registration Agent in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the Owners of such Bonds, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Registration Agent as of the close of business on the fifteenth (15th) calendar day of the month next preceding the applicable Interest Payment Date (the “Regular Record Date”). The principal or redemption price, if any, of all Bonds shall be payable upon presentation and surrender of such Bonds at the principal corporate trust office of the Registration Agent. All payments of the principal of, premium, if any, and interest on, the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(c) Any interest on any Bond which is payable but is not punctually paid or duly provided for on any Interest Payment Date on which interest is due (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the Owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by check or other form of draft of the Registration Agent to the persons in whose names the Bonds are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such

Defaulted Interest or shall make arrangement satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) calendar days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) calendar days prior to the date of the proposed payment to the Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) calendar days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner at the address thereof as it appears in the registration books of the Municipality maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any Owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on, the Bonds when due.

(d) The Bonds will be made eligible for processing by DTC. The Bonds in the form of one global Bond for each maturity need not be lithographed or printed on steel engraved or printed borders. Except as otherwise provided in this Section, the Bonds shall be registered in the name of Cede & Co. as nominee of DTC. The Municipality may discontinue use of DTC as depository for the Bonds at any time upon determination by the Municipality that the use of DTC is no longer in the best interest of the beneficial owners of the Bonds. Registered ownership of the Bonds may be transferred on the registration books maintained by the Registration Agent and the Bonds may be delivered in physical form to the following:

(i) any successor of DTC or its nominee;

(ii) any substitute depository upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the Municipality that DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; or,

(iii) any Person, upon (a) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (b) termination by the Municipality of the use of DTC (or substitute depository or its successor).

(e) The Registration Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including, but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. The Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this subsection (e) of this Section 5.

Section 6. Redemption. (a) Subject to the adjustments permitted under Section 19 hereof, the Bonds maturing March 1, 2020 through March 1, 2027, are not subject to redemption prior to maturity. The Bonds maturing on and after March 1, 2028, are subject to redemption prior to maturity on March 1, 2027, and at any time thereafter, at the option of the Municipality, as a whole or in part, in integral multiples of \$5,000 (less than all Bonds of a single maturity to be selected by lot by the Registration Agent), at the price of par, plus accrued interest to the date fixed for redemption.

(b) Notice of intended redemption shall be given by the Registration Agent on behalf of the Municipality to the Owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the registration books kept by the Registration Agent. Notice of intended redemption shall be given not less than thirty (30) calendar days, nor more than sixty (60) calendar days prior to the date fixed for redemption. Each such notice of redemption shall state: (1) the redemption date; (2) the redemption price; (3) if less than all Outstanding Bonds are to be redeemed, the registered number and the CUSIP number printed on the Bonds (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (4) that on the redemption date, the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date provided sufficient funds are available on such redemption date to fully pay the redemption price of and the interest on the Bonds called for redemption; and, (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Registration Agent. Neither failure to mail any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which notice was correctly given.

(c) If notice of redemption shall have been given in the manner and under the conditions provided herein and if on the date so designated for redemption the Registration Agent shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Bonds to be redeemed as provided in this Resolution, then: (1) the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date; (2) interest on the Bonds so called for redemption shall cease to accrue; and, (3) such Bonds shall no longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registration Agent.

(d) Prior to any redemption date, the Municipality shall deposit with the Registration Agent an amount of money sufficient to pay the redemption price of all of the Bonds or portions of Bonds which are to be redeemed on that date.

(e) If on the redemption date, monies for the redemption of all Bonds or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registration Agent so as to be available therefor on such date, the Bonds or portions thereof so called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution.

(f) In case any Bond is of a denomination larger than \$5,000, a portion of such Bond - \$5,000 or any integral multiple thereof - may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. In selecting Bonds for redemption, the Municipality shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If part but not all of a Bond shall be selected for redemption, the Owner thereof or his, her, or its legal representative shall present and surrender such Bond to the Registration Agent for payment of the principal amount thereof so called for redemption and the premium, if any, on such principal amount thereof so called for redemption, and the Municipality shall execute and the Registration Agent shall authenticate and deliver to such Owner or legal representative, without charge therefor, for the unredeemed portion of the Bond surrendered, a Bond or Bonds of the same maturity, bearing the same interest rate, and of authorized denomination or denominations.

Section 7. Negotiability of Bonds. All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 8. Registration Books and Registration Agent. (a) The Municipality hereby appoints Regions Bank as registration agent and paying agent (the "Registration Agent") with respect to the Bonds and authorizes the Registration Agent so long as any of the Bonds shall remain Outstanding, to maintain at the principal corporate trust office of the Registration Agent, books for the registration and transfer of the Bonds on behalf of the Municipality. The Registration Agent shall register in such books and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any Bond entitled to registration or transfer and to authenticate and deliver the Bonds either at original issuance, upon transfer, or as otherwise directed by the Municipality. The Registration Agent is authorized to make all payments of principal, interest, and redemption premium, if any, with respect to the Bonds.

(b) The Registration Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by a written instrument of acceptance executed and delivered to the Recorder prior to or on the Closing Date.

Section 9. Exchange of Bonds. Bonds upon surrender thereof at the principal corporate trust office of the Registration Agent, together with an assignment of such Bonds duly executed by the Owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Bonds surrendered for exchange.

Section 10. Transfer of Bonds. (a) Each Bond shall be transferable only on the registration books maintained by the Registration Agent at the principal corporate trust office of the Registration Agent, upon the surrender for cancellation thereof at the principal corporate trust office of the Registration Agent, together with an assignment of such Bond duly executed by the Owner thereof or his, her, or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Registration Agent

shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The Municipality and the Registration Agent may deem and treat the Person in whose name any Bond shall be registered upon the registration books maintained by the Registration Agent as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or redemption price of, and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Registration Agent upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

Section 11. Regulations with Respect to Exchanges and Transfers. (a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute, and the Registration Agent shall deliver, Bonds in accordance with the provisions of this Resolution. For every exchange or transfer of Bonds, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

(b) Neither the Municipality nor the Registration Agent shall be obligated to exchange or transfer any Bond during the fifteen (15) calendar days next preceding an Interest Payment Date or the first mailing of any notice of redemption or with respect to any Bond, after such Bond has been called for redemption.

Section 12. Mutilated, Lost, Stolen, or Destroyed Bonds. (a) In the event any Bond is mutilated, lost, stolen, or destroyed, the Municipality may execute, and upon the request of an Authorized Representative of the Municipality and the Registration Agent shall deliver, a new Bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the Municipality and the Registration Agent: (1) such security or indemnity as may be required by an Authorized Representative of the Municipality to save the Municipality and the Registration Agent harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, an Authorized Representative of the Municipality and the Registration Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the Municipality and the Registration Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, an Authorized Representative of the Municipality may, instead of issuing a Bond in exchange or substitution therefor, pay or

authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorneys fees, incurred by the Municipality and the Registration Agent in connection therewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the Municipality and the Registration Agent such security or indemnity as an Authorized Representative of the Municipality and the Registration Agent may require to save the Municipality and the Registration Agent harmless and evidence to the satisfaction of an Authorized Representative of the Municipality and the Registration Agent, of the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the Municipality (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 13. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Registration Agent shall be entitled to the rights, benefits, and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Registration Agent. Such executed certificate of authentication by the Registration Agent upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution as of the date of authentication. The certificate of authentication of the Registration Agent on any Bond shall be deemed to have been duly executed if manually signed by an authorized officer of the Registration Agent, but it shall not be necessary that the same officer sign and date the certificate of authentication on all Bonds that may be issued hereunder.

Section 14. Permitted Acts and Functions of Registration Agent. The Registration Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registration Agent.

Section 15. Resignation or Removal of the Registration Agent and Appointment of Successors. (a) The Registration Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) calendar days' written notice to the Recorder; provided, however, until a successor Registration Agent is appointed the Registration Agent shall continue to carry out the duties and obligations of the Registration Agent created by this Resolution. The Registration Agent may be removed at any time by resolution of the Municipality filed with such Registration Agent. Any successor Registration Agent shall be appointed by resolution of the Municipality and shall be a trust company or a

bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Fifty Million Dollars (\$50,000,000), and be willing and able to accept the office of Registration Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.

(b) In the event of the resignation or removal of the Registration Agent, such Registration Agent shall pay over, assign, and deliver any monies held by it as Registration Agent, and all books and records held by it as Registration Agent, to its successor, or if there be no successor then appointed, to the Recorder until such successor be appointed.

Section 16. Merger or Consolidation of Registration Agent. Any corporation or association into which the Registration Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registration Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding.

Section 17. Source of Payment and Security. The Bonds, including the principal thereof, the premium, if any, and the interest thereon, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Bonds shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of, premium, if any, and interest on the Bonds the full faith and credit of the Municipality is hereby irrevocably pledged. To the extent the proceeds of the Refunded Bonds were used to fund projects for the Municipality's water and sewer system, the Bonds shall additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality's water and sewer system. To the extent the proceeds of the Refunded Bonds were used to fund projects for the Municipality's aquatics center and convention center, the Bonds shall additionally be payable from, but not secured by, revenues to be derived from the one-quarter percent (0.25%) local option sales tax levied by the Municipality within the corporate limits of the Municipality within Sullivan County, Tennessee, and revenues to be derived from the operation of the Municipality's aquatic center and convention center. To the extent the proceeds of the Refunded Bonds were used to fund projects for the Municipality's storm water system, the Bonds shall additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality's storm water system.

Section 18. Levy of Taxes. For the purpose of providing for the payment of the principal of, premium, if any, and interest on, the Bonds, to the extent necessary, there shall be levied in each year in which such Bonds shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition

to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal, premium, if any, and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the General Fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in General Fund of the Municipality, and used for the payment of principal and interest on the Bonds as the same shall become due.

Section 19. Sale of Bonds. (a) The Bonds shall be sold at public sale (the "Public Sale") in the manner provided by law at a price of not less than ninety-nine percent (99%) of par, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with Raymond James & Associates, Inc., Nashville, Tennessee, the Municipality's municipal advisor (the "Municipal Advisor"). The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown authorized in Section 3 hereof for each series, and to make corresponding adjustments to the maturity dates of each series designated in Section 5 hereof; provided, however, that the total aggregate principal amount of all series issued does not exceed the total aggregate amount of Bonds authorized to be issued hereunder.

(c) The Mayor is further authorized:

(1) to change the dated date of the Bonds or any series thereof;

(2) to specify the series designation of the Bonds, or any series thereof, to a different designation;

(3) to change the first interest payment date on the Bonds, or any series thereof, to a date other than September 1, 2019, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) to adjust the principal and interest payment dates and determined maturity or mandatory redemption amounts of the Bonds, or any series thereof, provided that (i) the total principal amount of all series of Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds, or any series thereof, is a date not earlier than March 1, 2020 and (iii) the final maturity date of each series of Bonds shall not exceed March 1, 2030;

(5) to change the optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds, or any series thereof, does not exceed two percent (2%) of the principal amount thereof;

(6) to sell the Bonds, or any series thereof, or any maturities thereof, as term bonds with mandatory redemption requirements as determined by the Mayor, as the Mayor shall deem most advantageous to the Municipality; and,

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Municipality and to enter into agreements with such insurance company with respect to any series of Bonds to the extent not inconsistent with this Resolution.

(d) The Mayor of the Municipality is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Board. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Board, in one or more series, as the Mayor shall deem to be advantageous to the Municipality, and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than “General Obligation Refunding Bonds, Series 2019”; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this Resolution or bonds authorized by other resolution or resolutions adopted by the Board.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate allowed by law. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Board with respect thereto shall be required. The form of the Bond attached hereto as Exhibit A, shall be conformed to reflect any changes made pursuant to this Section.

(f) The Mayor and the Recorder are authorized to cause the Bonds to be authenticated and delivered to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. Notice of such Public Sale shall be given in accordance with the provisions of the Act. The Mayor and Recorder are hereby authorized to enter into a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds.

Section 20. Approval of Preliminary Official Statement and Official Statement. (a) The Mayor, the Recorder, and the City Manager, or any of them, working with the Financial Advisor, are hereby authorized to cause the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement in connection with the sale of the Bonds in such form and containing such information as the Mayor shall determine appropriate and consistent with the terms of this Resolution and to deem the Preliminary Official Statement final for the purpose of Securities and Exchange Commission Rule 15c(2)(12).

(b) The Board hereby authorizes an Official Statement of the Municipality substantially in the form of the Preliminary Official Statement relating to the Bonds, with such

modifications thereto as the Mayor and the Recorder approve. The Mayor and Recorder are hereby authorized and directed to execute copies of said Official Statement and to deliver said Official Statement to the purchaser of such Bonds, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the Board hereby consents to the lawful use of said Official Statement and the information contained therein in connection with the public offering and sale of the Bonds by the initial purchaser of such Bonds. The Mayor and the Recorder are authorized to deem the Official Statement final for the purpose of Securities and Exchange Commission Rule 15(c)(2)(12).

(c) The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of pricing and other information.

Section 21. Disposition of Bond Proceeds and Other Funds. The proceeds of the sale of the Bonds and certain other funds shall be used and applied as follows:

(a) Accrued interest, if any, shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof and used to pay interest on the Bonds on the first Interest Payment Date following delivery of the Bonds.

(b) Such amount as is necessary from the principal proceeds, and premium received, if any, from the sale of the Bonds shall be deposited with the Escrow Agent under the Escrow Agreement to be invested as set forth therein to provide for the payment of the principal of, interest on, and redemption premium, if any, in connection with the Refunded Bonds.

(c) Any amounts remaining from the principal proceeds of the sale of the Bonds shall be used for the purpose of paying the costs incurred in connection with the issuance of the Bonds.

Section 22. Escrow Agreement; Appointment of Escrow Agent. The Escrow Agreement between the Municipality and the Escrow Agent in the form attached hereto as Exhibit "B" is hereby approved, and the Mayor and the Recorder are hereby authorized and directed to execute such Escrow Agreement, in substantially such form with such changes as may be approved by the Mayor and the Recorder, their execution of such Escrow Agreement to be conclusive evidence of their approval of such changes, and to make provision for the execution of such Escrow Agreement by the appropriate officials of the Escrow Agent, as such Escrow Agent is designated by the Municipality.

Section 23. Redemption of Refunded Bonds. Upon the issuance of the Bonds, the Refunded Bonds shall be called for redemption in accordance with the provisions of the applicable resolution authorizing the issuance of the Refunded Bonds. Notices of call for redemption shall be given by the Escrow Agent to the holders of the Refunded Bonds in the manner required as set forth in the applicable resolution authorizing the issuance of the Refunding Bonds.

Section 24. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owners of any series of tax-exempt Bonds issued hereunder that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other source, will not be used in a manner which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the Municipality represents that in the event it shall be required by Section 148(f) of the Code to pay “Rebatable Arbitrage,” as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owners of the Bonds for purposes of federal income taxation.

Section 25. Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the Municipality to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Municipality to comply with its obligations under this Section. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the Owner of any Bonds for federal income tax purposes.

Section 26. Amendments. After the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owners of all the Outstanding Bonds have been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Bondholders. The laws of the State of Tennessee shall govern this Resolution.

Section 27. No Action to be Taken Affecting Validity of the Bonds. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owners from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the owners thereof for purposes of federal income taxation.

Section 28. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the entire indebtedness evidenced by any of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of, premium, if any, and interest on, the Bonds, as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers (“a Trustee”; which Trustee may be the Registration Agent), in trust, at or before the date of maturity or redemption, sufficient monies or Government Obligations, the principal of and interest on which, when due and payable, will provide sufficient monies to pay or redeem the Bonds Outstanding hereunder and to pay premium, if any, and interest thereon when due until the maturity or redemption date; provided, if such Bonds are to be redeemed prior to the maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice; or,

(c) By delivering such Bonds to the Registration Agent, for cancellation by such Registration Agent.

If the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Board instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of, premium, if any, and interest on, such Bonds when due, then and in that case indebtedness evidenced by such Bonds shall be discharged and satisfied, and all covenants, agreements, and obligations of the Municipality to the owners of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate, and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the Owners thereof shall thereafter be entitled only to payment out of the monies or Government Obligations deposited as aforesaid.

Except as otherwise provided in this Section neither Government Obligations nor monies deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium, if any, and interest on, said Bonds; provided that any cash received from such principal or interest payments on such Government Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of, premium, if any, and interest,

to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent.

Nothing contained in this Section shall be construed to alter or change the redemption provisions set forth herein. No redemption privilege shall be exercised with respect to the Bonds except at the option and election of the Municipality. The optional right of redemption shall not be exercised by the Registration Agent unless expressly so directed by an Authorized Representative of the Municipality.

Section 29. Miscellaneous Acts. The Mayor, the Recorder, the Treasurer, the City Manager, and the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, entering into an agreement with the Municipal Advisor to provide municipal advisory services for the Municipality and services related to the issuance, sale, and delivery of the Bonds, entering into an agreement with a dissemination agent to provide continuing disclosure services, and making arbitrage certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Bonds and the redemption of the Refunded Bonds.

Section 30. Failure to Present Bonds. (a) In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Registration Agent for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Registration Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under the Resolution or on, or with respect to, said Bond.

(b) If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Registration Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the Treasurer or the official of the Municipality designated by law as the custodian of such funds, any monies then held by the Registration Agent for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the Municipality.

Section 31. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registration Agent are authorized by law to close, then the payment of the interest on, or the principal of such Bonds need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking

institutions similar to the Registration Agent are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 32. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the Municipality contained in the Initial Resolution or this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on the Initial Resolution or this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Bonds.

Section 33. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 34. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or enforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 35. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.

Approved and adopted this 16th day of April, 2019.

MAYOR

ATTEST:

APPROVED AS TO FORM:

RECORDER

CITY ATTORNEY

STATE OF TENNESSEE
COUNTIES OF SULLIVAN AND HAWKINS

I, Sidney H. Cox, hereby certify that I am the duly qualified and acting Recorder of the City of Kingsport, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on April 16, 2019; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization, issuance, and sale of not to exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019 of said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of April, 2019.

RECORDER

(SEAL)

EXHIBIT "A"
FORM OF BOND

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTIES OF SULLIVAN AND HAWKINS
CITY OF KINGSPORT
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2019

Interest Rate: Maturity Date: Dated Date: CUSIP:

Registered Owner: CEDE & CO.

Principal Amount:

THE CITY OF KINGSPORT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation located in Sullivan and Hawkins Counties, Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, unless this bond shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, upon the presentation and surrender hereof at the principal corporate trust office of U.S. Bank National Association, or its successor as paying agent and registration agent (the "Registration Agent"), the Principal Amount identified above, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, semiannually on March 1 and September 1 of each year (the "Interest Payment Date"), commencing September 1, 2019, to said Registered Owner hereof by check or other form of draft of the Registration Agent mailed to the Registered Owner at the address shown on the registration books of the Municipality, maintained by the Registration Agent, as of the close of business on the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date (the "Regular Record Date"), in like coin or currency at the Interest Rate per annum set forth above until payment of said Principal Amount. Provided, however, that should the Municipality default in the payment

of interest on such Interest Payment Date, such defaulted interest (the “Defaulted Interest”) shall be payable to the person in whose name this bond is registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest established by notice mailed by the Registration Agent on behalf of the Municipality not less than ten (10) calendar days preceding such Special Record Date by first class mail, postage prepaid, to the Registered Owner hereof at the address thereof as it appears on the registration books of the Municipality maintained by the Registration Agent as of the date of such notice, which notice shall identify the proposed payment of such Defaulted Interest and the Special Record Date therefor.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This bond is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer and estate taxes, and except as otherwise provided in said Code.

This bond is one of a series of bonds known as “General Obligation Refunding Bonds, Series 2019” (the “Bonds”), issued by the Municipality in the aggregate principal amount of \$_____. The Bonds, which are issued for the purposes of (a) providing funds to refund all outstanding maturities of those certain General Obligation Public Improvement Bonds, Series 2009D (Federally Taxable Build America Bonds), dated December 8, 2009, issued in the original principal amount of \$26,415,000 (the “Refunded Bonds”); and (b) paying costs incident to the issuance and sale of the Bonds, are authorized by appropriate resolutions of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen, adopted on April 16, 2019, entitled “Resolution Authorizing the Execution, Terms, Issuance, Sale, and Payment of Not to Exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019, of the City of Kingsport, Tennessee, and Providing the Details Thereof”, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution as so amended or supplemented, being herein called the “Resolution”), and is issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the “Act”). Copies of said Resolution are on file at the office of the Recorder of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions

upon which the Bonds are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This bond is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. For the prompt payment of this bond, both principal, premium, if any, and interest, as the same shall become due, the full faith, and credit of the Municipality is hereby irrevocably pledged. To the extent the proceeds of the Refunded Bonds were used to fund projects for the Municipality's water and sewer system, the Bonds shall additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality's water and sewer system. To the extent the proceeds of the Refunded Bonds were used to fund projects for the Municipality's aquatics center and convention center, the Bonds shall additionally be payable from, but not secured by, revenues to be derived from the one-quarter percent (0.25%) local option sales tax levied by the Municipality within the corporate limits of the Municipality within Sullivan County, Tennessee, and revenues to be derived from the operation of the Municipality's aquatic center and convention center. To the extent the proceeds of the Refunded Bonds were used to fund projects for the Municipality's storm water system, the Bonds shall be additionally be payable from, but not secured by, revenues to be derived from the operation of the Municipality's storm water system.

The Municipality and the Registration Agent may deem and treat the person or entity in whose name this bond is registered as the absolute owner hereof, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on, this bond and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid, and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary.

The Bonds are issuable only as fully registered Bonds, without coupons, in the denomination of \$5,000, or any authorized integral multiple thereof. At the principal corporate trust office of the Registration Agent, in the manner and subject to the limitations, conditions, and charges provided in the Bond Resolution, Bonds may be exchanged for an equal aggregate principal amount of fully registered Bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bonds will be made eligible for processing by DTC. The Bonds in the form of one global bond for each maturity need not be lithographed or printed on steel engraved or printed borders. Except as otherwise provided in this paragraph, the Bonds shall be registered in the name of Cede & Co. as nominee of DTC. The Municipality may discontinue use of DTC as depository for the Bonds at any time upon determination by the Municipality that the use of DTC is no longer in the best interest of the beneficial owners of the Bonds. Registered ownership of the Bonds may be transferred on the registration books maintained by the Registration Agent and the Bonds may be delivered in physical form to the following:

- (i) any successor of DTC or its nominee;
- (ii) any substitute depository upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the Municipality that DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; or,
- (iii) any Person, as defined in the Resolution, upon (a) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (b) termination by the Municipality of the use of DTC (or substitute depository or its successor).

Subject to the provisions for registration and transfer contained herein and in the Resolution, this bond shall be transferable by the Registered Owner at the principal office of the Registration Agent upon surrender and cancellation of this bond, and thereupon a new Bond of the same series, principal amount, interest and maturity will be issued to the transferee as provided in the Resolution and upon payment of the transfer charges therein prescribed. Upon any such transfer, the Municipality shall execute and the Registration Agent shall authenticate and deliver in exchange for this bond a new fully registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same maturity and bearing interest at the same rate. For every exchange or transfer of bonds, whether temporary or definitive, the Municipality and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Municipality and the Registration Agent, and any other person, may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof, and for all other purposes, and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

The Bonds maturing March 1, 2020 through March 1, 2027 are not subject to redemption prior to maturity. The Bonds maturing on and after March 1, 2028, are subject to redemption prior to maturity on March 1, 2027, and at any time thereafter, at the option of the Municipality, as a whole or in part, in integral multiples of \$5,000 (less than all Bonds of a single maturity to be selected by lot by the Registration Agent), at the price of par plus accrued interest to the date fixed for redemption.

Notice of intended redemption shall be given by the Registration Agent on behalf of the Municipality to the Registered Owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the registration books kept by the Registration Agent. Notice of

intended redemption shall be given not less than thirty (30) calendar days, nor more than sixty (60) calendar days prior to the date fixed for redemption.

This bond shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such bond. This bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this bond in order to make this bond a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this bond and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY OF KINGSPORT, TENNESSEE, by its Board of Mayor and Aldermen has caused this bond to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Recorder, to have its official seal, or a facsimile thereof, to be impressed or imprinted hereon, and to be approved as to form by the manual or facsimile signature of the City Attorney, all as of the Dated Date.

(SEAL)

ATTEST:

RECORDER

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the provisions of the within mentioned Resolution and is one of the General Obligation Refunding Bonds, Series 2019 of the City of Kingsport, Tennessee.

U.S. BANK NATIONAL ASSOCIATION,
as Registration Agent

By: _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and do(es) hereby irrevocably constitute and appoint, attorney, to transfer the same on the registration books of the Registration Agent, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED:

SIGNATURE:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT "B"

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated _____, 2019 between U.S. BANK NATIONAL ASSOCIATION (the "Escrow Agent"), and the CITY OF KINGSPORT, TENNESSEE (the "Municipality").

WITNESSETH:

WHEREAS, the Municipality has issued its \$_____ General Obligation Refunding Bonds, Series 2019, dated the date of original issuance and delivery (the "Bonds"), for the purposes of (a) redeeming all outstanding maturities of those certain General Obligation Public Improvement Bonds, Series 2009D (Federally Taxable Build America Bonds), dated December 8, 2009, issued in the original principal amount of \$26,415,000 (the "Refunded Bonds"); (b) paying on their respective due dates interest on the Refunded Bonds, (c) paying any applicable redemption premium on the Refunded Bonds, and (d) paying the costs of issuance incurred in connection with the issuance of the Bonds;

WHEREAS, pursuant to a resolution adopted by the Municipality on April 16, 2019, authorizing the issuance of the Bonds (the "Resolution"), the Escrow Agent has been appointed Escrow Agent by the Municipality for the purpose of assuring the payment of the principal of and interest on the Refunded Bonds and the Mayor and the Recorder of the Municipality have been authorized and directed to execute this Escrow Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Municipality and the Escrow Agent have agreed and hereby agree as follows for the equal and proportionate benefit and security of the owners of the Refunded Bonds:

Section 1. The Municipality will hereafter cause to be deposited with the Escrow Agent for the account of the Municipality from the proceeds of the Bonds the sum of \$_____, such amount together with the investment income from all such monies is herein referred to as the Escrow Fund.

Section 2. The Municipality has called for redemption on March 1, 2020 all maturities of the Refunded Bonds in the aggregate principal amount of \$_____.

Notice of call for redemption with respect to such Refunded Bonds shall be given by the Escrow Agent on behalf of the Municipality to the owners of the Refunded Bonds as required in the resolutions authorizing said Refunded Bonds.

Section 3. (a) The Escrow Fund shall be immediately invested in direct obligations of the United States of America ("Investment Securities") in the following manner:

The amount of \$_____ shall be invested in the Investment Securities described in Schedule B attached at the prices therein stated (which will result in the yield to the Municipality from such Investment Securities being _____% per annum), all as more fully described in Schedule B hereto attached, resulting in an initial cash balance in said fund from such proceeds of \$_____.

The investment income from the Investment Securities in the Escrow Fund shall be credited to such fund and shall not be reinvested; provided, however, that the Escrow Agent may reinvest any monies remaining from time to time in the Escrow Fund in Investment Securities as shall be directed in writing by the Mayor of the Municipality; provided, that as a condition precedent to such reinvestment, when and only when (i) the Escrow Agent receives an opinion of counsel of recognized experience in matters under Section 148 of the Internal Revenue Code of 1986, as amended, relating to arbitrage bonds, that such reinvestment will not cause the Refunded Bonds to be arbitrage bonds (except that an opinion of counsel shall not be required if such reinvestment is in Zero Interest State and Local Government Series Securities issued by the Borrower of the Public Debt of the U.S. Department of the Treasury), and (ii) such reinvestment will not reduce the amount of money available to pay principal of and interest and redemption premiums on the Refunded Bonds when due below the amount necessary to make such payment. Any Investment Securities shall be direct obligations of the United States of America.

(b) The Escrow Agent shall not sell or request the redemption of any Investment Security; provided, that Investment Securities in the Escrow Fund may be replaced by the Municipality as directed in writing by the Mayor of the Municipality when and only when (i) the Escrow Agent receives an opinion of counsel of recognized experience in matters under Section 148 of the Internal Revenue Code of 1986, as amended, relating to arbitrage bonds, that such replacement will not cause the Refunded Bonds or the Bonds to be arbitrage bonds, and (ii) such replacement will not reduce the amount of money available to pay principal of and interest and redemption premiums on the Refunded Bonds when due below the amount necessary to make such payment. Any replacement Investment Securities shall be direct obligations of the United States of America.

Section 4. No paying agents' fees for the payment of principal of or interest on the Bonds or the Refunded Bonds or registrar's fees or other charges may be paid from the escrowed money or Investment Securities prior to retirement of all Refunded Bonds and the Municipality agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

Section 5. At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of principal and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the Municipality of such deficiency.

Section 6. The Escrow Agent shall deliver to the Recorder of the Municipality a report of each transaction relating to the Escrow Fund as such transaction occurs, and on or before the first

day of August of each year shall deliver to the Recorder a report of the financial condition of the Escrow Fund as of June 30 of such year and an operating statement for the Escrow Fund for the year ending June 30 of such year.

Section 7. The Escrow Agent agrees with the Municipality that the fee of the Escrow Agent throughout the term of this Escrow Agreement shall be (a) an annual administrative fee equal to \$_____ payable on the date hereof and annually thereafter on each March 1, and (b) a wire fee equal to \$__ per wire, payable as required, and the Municipality hereby agrees to pay such fees.

Section 8. The Escrow Agent shall without further authorization or direction from the Municipality collect the principal of and interest on the Investment Securities promptly as the same shall fall due and, to the extent that Investment Securities and monies are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, or monies sufficient for the payment of the principal of, premium, and interest on such Refunded Bonds as the same shall become due and payable, all as set out in the collective Exhibit "A" hereof. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal and interest (and premium) by such paying agent or agents without default. The Municipality represents and warrants that the Escrow Fund, if held, invested, and disposed of by the Escrow Agent in accordance with the provisions of this Escrow Agreement, will be sufficient to make the foregoing and all other payments required under this Escrow Agreement. The proper paying agents for the Refunded Bonds are shown in Exhibit "A". When the aggregate total amount required for the payment of principal of and interest (and premium) on the Refunded Bonds has been paid to the paying agent bank(s) as hereinabove provided, the Escrow Agent shall transfer monies or Investment Securities then held hereunder to the Municipality and this Escrow Agreement shall cease.

Section 9. The Escrow Agent and the Municipality recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as herein provided and in the provisions of this Escrow Agreement. It is therefore recited, understood and agreed that this Escrow Agreement shall not be subject to revocation or amendment until its provisions have been fully carried out.

Section 10. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Municipality or any paying agent of any of its obligations, or to protect any of the Municipality's rights under any bond proceeding or any of the Municipality's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which it may do or refrain from doing, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, or in the Refunded Bonds or the Bonds or in any proceedings taken in connection therewith, but they are made solely by the Municipality. The Escrow Agent shall not be liable or

responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

The Escrow Agent shall perform only such duties and responsibilities as are expressly set forth in this Escrow Agreement and no other or further duties or responsibilities shall be implied. The Escrow Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall be entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Escrow Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper, or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Escrow Agent may execute any of its trusts or powers and perform any of its duties under this Escrow Agreement by or through attorneys, agents, or employees. The Escrow Agent is not liable for the accuracy of the calculations as to the sufficiency of the Investment Securities and money to pay the Refunded Bonds. If the Escrow Agent applies the Investment Securities and money as provided in this Escrow Agreement, the Escrow Agent will not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by the calculations.

The Escrow Agent may at any time resign and be discharged from its duties and obligations hereunder by giving thirty (30) calendar days notice, in writing, to the Municipality of such resignation specifying when such resignation shall take effect which date shall not be less than sixty (60) calendar days from the date of such notice. The Municipality shall promptly appoint a successor escrow agent by the resignation date. If the Municipality does not appoint a successor by the resignation date, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent, which court may thereupon, appoint a successor escrow agent. In the event the Escrow Agent resigns, the Municipality shall be responsible for any unpaid fees of the Escrow Agent through the effective date of the resignation. Any corporation, association, or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business, or any corporation, association, or other entity resulting from any such conversion, sale, merger, consolidation, or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

The Municipality may remove the Escrow Agent at any time, by giving thirty (30) calendar days notice, in writing, to the Escrow Agent specifying when such removal shall take effect. The Municipality shall appoint a successor escrow agent by the removal date.

Section 11. None of the provisions contained in this Escrow Agreement shall require the Escrow Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Escrow Agent shall be under no liability for interest on any fund or other property received by it hereunder, except as herein expressly provided.

Section 12. The Municipality agrees that it will promptly and without delay remit to the Escrow Agent, within ten (10) days after receipt of its written request, such additional sum or sums of money as may be necessary to assure the payment of the Refunded Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Escrow Agreement that are in excess of the sums provided for under Section 7 hereof.

Section 13. The Escrow Agent shall hold the Investment Securities and all money received by it from the collection of principal of and interest on the Investment Securities, and all money received from the Municipality hereunder, in a special fund and separate trust account wholly segregated from all other funds and investments deposited with the Escrow Agent, and shall never commingle such investments with other money or investments. Title to such Investment Securities and money shall remain in the Municipality.

Section 14. If any provision of this Escrow Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 15. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Section 16. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by telegram as follows:

If to the Municipality:

City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660-4285
Attention: Recorder

To the Escrow Agent:

U.S. Bank National Association
6810 Crumpler Boulevard, Suite 200
Olive Branch, Mississippi 38654
Attention: Global Corporate Trust Services

The Municipality and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

Section 17. This Escrow Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Municipality has caused this Escrow Agreement to be signed in its name by the Mayor of the Municipality and attested by the Recorder and the official seal of the Municipality to be impressed hereon, and the Escrow Agent has caused this Escrow Agreement to be signed in its corporate name by its duly authorized representative, all as of the date first above written.

(SEAL)

CITY OF KINGSPORT

By: _____
MAYOR

Attest:

By: _____
RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Vice President

SCHEDULE A

\$ _____ General Obligation Public Improvement Bonds, Series 2009D
(Federally Taxable Build America Bonds)
dated December 8, 2009

<u>Payment Date</u>	<u>Interest</u>	<u>Called Principal*</u>	<u>Call Premium</u>	<u>Total Amount Due</u>
09/01/2019				
03/01/2020				

*

Paying Agent: Regions Bank

SCHEDULE B

Escrow Agreement, dated _____, 2019
City of Kingsport, Tennessee

Investment Securities to be acquired pursuant
to the Escrow Agreement for \$ _____

See attached schedules

Initial Cash Balance \$ _____

Preliminary

\$16,430,000

City of Kingsport, Tennessee

General Obligation Refunding Bonds, Series 2019A

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
06/30/2019	-	-	-	-
06/30/2020	1,956,784.17	1,956,784.17	2,037,020.75	80,236.58
06/30/2021	1,913,050.00	1,913,050.00	1,987,905.56	74,855.56
06/30/2022	1,905,800.00	1,905,800.00	1,977,599.40	71,799.40
06/30/2023	1,900,800.00	1,900,800.00	1,974,954.90	74,154.90
06/30/2024	1,907,800.00	1,907,800.00	1,984,577.40	76,777.40
06/30/2025	1,856,050.00	1,856,050.00	1,932,184.80	76,134.80
06/30/2026	1,848,300.00	1,848,300.00	1,923,482.38	75,182.38
06/30/2027	1,847,300.00	1,847,300.00	1,921,883.26	74,583.26
06/30/2028	1,842,550.00	1,842,550.00	1,916,950.82	74,400.82
06/30/2029	1,840,750.00	1,840,750.00	1,917,152.76	76,402.76
06/30/2030	1,843,700.00	1,843,700.00	1,919,898.80	76,198.80
Total	\$20,662,884.17	\$20,662,884.17	\$21,493,610.83	\$830,726.66

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	2,511,723.76
Effects of changes in Expenses	(1,739,247.88)
Net PV Cashflow Savings @ 1.977%(Bond Yield)	772,475.88
Contingency or Rounding Amount	166.72
Net Present Value Benefit	\$772,642.60
Net PV Benefit / \$17,480,000 Refunded Principal	4.420%
Net PV Benefit / \$16,430,000 Refunding Principal	4.703%

Refunding Bond Information

Refunding Dated Date	5/10/2019
Refunding Delivery Date	5/10/2019

Preliminary

\$16,430,000

City of Kingsport, Tennessee

General Obligation Refunding Bonds, Series 2019A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
04/01/2020	1,325,000.00	3.000%	631,784.17	1,956,784.17
04/01/2021	1,245,000.00	5.000%	668,050.00	1,913,050.00
04/01/2022	1,300,000.00	5.000%	605,800.00	1,905,800.00
04/01/2023	1,360,000.00	5.000%	540,800.00	1,900,800.00
04/01/2024	1,435,000.00	5.000%	472,800.00	1,907,800.00
04/01/2025	1,455,000.00	5.000%	401,050.00	1,856,050.00
04/01/2026	1,520,000.00	5.000%	328,300.00	1,848,300.00
04/01/2027	1,595,000.00	5.000%	252,300.00	1,847,300.00
04/01/2028	1,670,000.00	4.000%	172,550.00	1,842,550.00
04/01/2029	1,735,000.00	3.000%	105,750.00	1,840,750.00
04/01/2030	1,790,000.00	3.000%	53,700.00	1,843,700.00
Total	\$16,430,000.00		\$4,232,884.17	\$20,662,884.17

Yield Statistics

Bond Year Dollars	\$102,750.08
Average Life	6.254 Years
Average Coupon	4.1195920%
Net Interest Cost (NIC)	2.3639497%
True Interest Cost (TIC)	2.2176969%
Bond Yield for Arbitrage Purposes	1.9772852%
All Inclusive Cost (AIC)	2.3483636%

IRS Form 8038

Net Interest Cost	1.9857127%
Weighted Average Maturity	6.275 Years



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

April 10, 2019

Honorable John Clark, Mayor
and Honorable Board of Aldermen
City of Kingsport
225 West Center Street
Kingsport, TN 37660

Dear Mayor Clark and Members of the Board:

This letter, report and plan of refunding (the "Plan") are to be posted on the website of the City of Kingsport (the "City"). Please provide a copy of the letter, report, and Plan to each Board member for review at the public meeting for the adoption of the refunding bond authorizing resolution.

We acknowledge receipt on April 3, 2019, of a request from the City to review its Plan for the issuance of a not to exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019A (the "Series 2019A Refunding Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our office for review. The information presented in the Plan includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

Financial Professionals

The Plan was prepared by the City with the assistance of its municipal advisor, Raymond James and Associates, Inc. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests.

Compliance with the City's Debt Management Policy

The City provided a copy of its debt management policy and within forty-five (45) days of issuance of the debt approved in this letter is required to submit a Report on Debt Obligation that indicates that debt issued complies with the City's debt policy. If the City amends its policy, please submit the amended policy to this office.

Plan of Refunding

The City intends to competitively sell approximately \$16,465,000 Series 2019A Refunding Bonds priced at a premium to advance refund \$17,480,000 General Obligation Public Improvement Bonds (Taxable

Build America Bonds), Series 2009D, dated December 8, 2009, and maturing March 1, 2020 through March 1, 2027, and on March 1, 2029, and on March 1, 2030.

Report of the Review of a Plan of Refunding

The enclosed report must be presented to the City Board for review prior to the adoption of a refunding bond authorizing resolution.

The enclosed report does not constitute approval or disapproval for the plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

The enclosed report is effective for a period of ninety (90) days from the date of the report. If the refunding bonds have not been sold within the ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to this office. We will then issue a report on the new plan for the governing body to review prior to adopting a new refunding bond authorizing resolution.

This letter and the enclosed report do not address compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel. The assumptions of the plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the plan has not been performed by this office. The enclosed report provides no assurances of the reasonableness of the underlying assumptions.

Required Notification

We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if the actual results differ significantly from the information provided in the submitted Plan, the governing body and our office should be notified after the sale by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences.

Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

1. An increase in the principal amount of the debt issued;
2. An increase in costs of issuance; or
3. A decrease in the cumulative savings or increase in the loss (if applicable).

The notification must include an explanation for any significant differences and the justification for change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the governing body and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

Municipal Securities Rulemaking Board (MSRB) Rule G-17

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the City in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the City's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

Report on Debt Obligation

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the City no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to SLF.PublicDebtForm@cot.tn.gov. No public entity may enter into additional debt if it has failed to file

the Report on Debt Obligation. A fillable PDF of the form can be found on our website at:
<https://comptroller.tn.gov/office-functions/state-and-local-finance.html>.

If you should have questions or need assistance, please feel free to contact your financial analyst, Steve Osborne, at 615.747.5343 or Steve.Osborne@cot.tn.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst at the Office of State and Local Finance.

Sincerely,



Sandra Thompson
Director of the Office of State and Local Finance

cc: Ms. Jean Suh, Audit Review Manager, Division of Local Government Audit, COT
Mr. Rick Dulaney, Raymond James
Ms. Elizabeth Zuelke, Raymond James
Ms. Cindy Barnett, Esq, Adams and Reese

Enclosures: Report of the Director of the Office of State and Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019A
CITY OF KINGSPORT, TENNESSEE**

City of Kingsport (the “City”) submitted a plan of refunding (the “Plan”), as required by TCA § 9-21-903 regarding the issuance of a not to exceed \$18,300,000 General Obligation Refunding Bonds, Series 2019A (the “Series 2019A Refunding Bonds”).

The Plan was prepared with the assistance of the City’s municipal advisor, Raymond James and Associates, Inc. The assumptions of the plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by this office. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Series 2019A Refunding Bonds may be issued with a structure different from that of the Plan. The City provided a copy of its debt management policy.

Balloon Indebtedness

The structure of the Series 2019A Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the City must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval prior to the City adopting the resolution authorizing the issuance of the debt.

City’s Proposed Refunding Objective

The Series 2019A Refunding Bonds are being issued to achieve net present value debt service savings.

Plan of Refunding

The City intends to competitively sell approximately \$16,456,000 Series 2019A Refunding Bonds priced at a premium to advance refund \$17,480,000 General Obligation Public Improvement Bonds (Taxable Build America Bonds), Series 2009D, dated December 8, 2009, and maturing March 1, 2020 through March 1, 2027, and on March 1, 2029, and on March 1, 2030 (the “Refunded Bonds”).

Refunding Analysis

- The results of the refunding assume that the City intends to sell \$16,465,000 Series 2019A Refunding Bonds by competitive sale and priced at a premium of \$1,910,038.
- The estimated net present value debt service savings is \$771,325 or 4.41% of the refunded principal amount of \$17,480,000.
- The final maturity of the Series 2019A Refunding Bonds does not extend beyond the final maturity of the Refunded Loan Agreements.
- Estimated cost of issuance for the Series 2019A Refunding Bonds is \$270,253 or \$16.41 per \$1,000 of the par amount of the Series 2019A Refunding Bonds. See Table 1 for individual costs of issuance.

Table 1
Costs of Issuance
Series 2019A Refunding Bonds

	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount (TBD)	\$ 139,953	\$ 8.50
Municipal Advisor (Raymond James)	48,000	2.91
Bond Counsel (Bass Berry & Sims)	35,000	2.13
Rating Agency	41,500	2.52
Miscellaneous	5,800	0.35
Total Cost of Issuance	\$ 270,253	\$ 16.41

This report of the Office of State and Local Finance does not constitute approval or disapproval by the office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If the City does not refund all the Refunded Bonds as a part of the Series 2019A Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this office for review.

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to this office.



Sandra Thompson
 Director of the Office of State and Local Finance
 Date: April 10, 2019



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Crushed Stone for FY20

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

Action Form No.: AF-88-2019
 Work Session: April 15, 2019
 First Reading: N/A

Final Adoption: April 16, 2019
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on April 4, 2019 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY20. This bid was issued as a joint invitation to bid with the City of Church Hill, TN. It is recommended to award the bid for the purchase of the items contained therein to Blue Water Industries and Vulcan Construction Materials, LP at an estimated annual cost of \$200,000 as follows:

Blue Water Industries
 Crusher Run Stone: \$15.45
 Stone, TN Hwy # 68: N/A
 Stone, TN Hwy # 57: \$21.45
 Stone, TN Hwy # 8: \$20.45
 Stone, TN Hwy # 10: \$20.45

Vulcan Materials
 Crusher Run Stone: \$15.50
 Stone, TN Hwy # 68: \$18.50
 Stone, TN Hwy # 57: \$18.50
 Stone, TN Hwy # 8: \$18.50
 Stone, TN Hwy # 10: \$18.50

Please call the quarry on a per location basis for a delivery quote

Cost per Mile for Delivery: \$3.25 per ton first mile
 - \$.25 each additional

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR PURCHASE OF
CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS,
LP AND BLUE WATER INDUSTRIES AND AUTHORIZING THE
CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS
FOR THE SAME

WHEREAS, bids were opened April 4, 2019, for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials, LP 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 Crusher Run Stone at the cost of \$15.50 per ton, Stone-TN Hwy # 68 at the cost of \$18.50 per ton, Stone-TN Hwy # 57 at the cost of \$18.50 per ton, Stone-TN Hwy # 8 at the cost of \$18.50 per ton, and Stone-TN Hwy # 10 at the cost of \$18.50 per ton, with the cost per mile for delivery \$3.25 per ton from Vulcan Construction Materials, LP; and

WHEREAS, upon review of the bids, the board finds Blue Water Industries 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 Crusher Run Stone at the cost of \$15.45 per ton, Stone-TN Hwy # 57 at the cost of \$21.45 per ton, Stone-TN Hwy # 8 at the cost of \$20.45 per ton, and Stone-TN Hwy # 10 at the cost of \$20.45 per ton, with the delivery quote on a per location basis, from Blue Water Industries; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of crushed stone, for use by all city departments is awarded to Vulcan Construction Materials, LP as set out above, and the city manager is authorized to execute blanket purchase orders for same.

SECTION II. That the bid for purchase of various types of crushed stone, for use by all city departments is awarded to Blue Water Industries as set out above, and the city manager is authorized to execute blanket purchase orders for same

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 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 April 4, 2019
 4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

STONE		
Vendor⇒	Blue Water Industries	Vulcan Materials
Crusher Run Stone City of Kingsport	\$15.45	\$15.50
Crusher Run Stone City of Church Hill	\$15.45	\$15.50
Stone, TN Hwy. #68 City of Kingsport	N/A	\$18.50
Stone, TN Hwy. #68 City of Church Hill	N/A	\$18.50
Stone, TN Hwy. #57 City of Kingsport	\$21.45	\$18.50
Stone, TN Hwy. #57 City of Church Hill	\$21.45	\$18.50
Stone, TN Hwy. #8 City of Kingsport	\$20.45	\$18.50
Stone, TN Hwy. #8 City of Church Hill	\$20.45	\$18.50
Stone, TN Hwy. #10 City of Kingsport	\$20.45	\$18.50
Stone, TN Hwy. #10 City of Church Hill	\$20.45	\$18.50
FOB Point Located at:	Tri-Cities Airport Quarry	400 Deneen Ln., Kingsport, TN 37660
Cost Per Mile For Delivery City of Kingsport	*	\$3.25 Min./\$.25 Over Add Mile
Cost Per Mile For Delivery City of Church Hill	*	\$3.75 Min./\$.25 Over Add Mile
Extension of Bid Price to Developers	No	No
Areas Serviced – Both, Southside, Northside	Both	Both

*Blue Water Industries – Please call the quarry on a per location basis for a delivery quote – 423-323-5111.

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

MEMORANDUM

April 9, 2019

TO: Brent Morelock
FROM: Ronnie Hammonds
SUBJECT: Recommendation of Award of Bid for Concrete, Stone and Asphalt

After reviewing the bids for concrete, stone and asphalt we would recommend the following:

For the concrete bid we recommend awarding the bid to all four bidders (Summers-Taylor, Ready Mix USA, Kingsport Concrete and Transit-Mix). This will allow us to use the next lower bid when concrete is unavailable from the other companies.

Our recommendation for the stone bid is to award the bid to both companies (Vulcan Materials and Blue Water Industries).

Our recommendation for the asphalt is to award the bid to all three companies (W-L Const. & Paving, Pave-Well Paving Co., and Summers Taylor). This would allow us to base the purchase on availability and distance from the job site.

Thank you for your help. If you have any questions please contact us at your convenience.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Asphalt for FY20

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

Action Form No.: AF-86-2019
Work Session: April 15, 2019
First Reading: N/A

Final Adoption: April 16, 2019
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on April 4, 2019 for the purchase of asphalt for use by all City Departments for FY20 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to Pavewell Paving Co. Inc., W-L Construction and Paving Co. Inc., and Summers-Taylor, Inc. at an estimated annual cost of \$700,000 subject to increase or decrease based upon the monthly Tennessee Department of Transportation Asphalt Cement Index as follows:

Pavewell Paving Co	W-L Construction & Paving	Summers-Taylor
411-E: \$64.50 per ton	411-E: \$62.25 per ton	411-E: \$71.85 per ton
307-C: \$61.25 per ton	307-C: \$57.15 per ton	307-C: \$62.00 per ton
307-B: \$55.25 per ton	307-B: \$53.75 per ton	307-B: \$60.50 per ton
411-D: \$75.00 per ton	411-D: \$68.25 per ton	411-D: \$68.25 per ton

The specifications included language that allows the City to award this bid to more than one vendor due to geographical considerations and asphalt availability.

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR PURCHASE OF ASPHALT TO W-L CONSTRUCTION AND PAVING COMPANY, INC., PAVEWELL PAVING COMPANY, INC., AND SUMMERS-TAYLOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 4, 2019, for the purchase of asphalt for use by all city departments on an as needed basis; and

WHEREAS, upon review of the bids, the board finds W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summers-Taylor, Inc., are the lowest responsible compliant bidders 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 asphalt from W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summers-Taylor, Inc., at an estimated annual cost of \$700,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of asphalt for use by all city departments is awarded to W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summers-Taylor, Inc., at an annual estimated cost of \$700,000.00, and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 April 4, 2019
 4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

ASPHALT			
Vendor:	Pave-Well Paving Co.	W-L Const. & Paving	Summers-Taylor
Asphalt Topping, Plant Mix (411-E) Per Ton	\$64.50	\$62.25	\$71.85
Asphalt Binder, Plant Mix (307-C) Per Ton	\$61.25	\$57.15	\$62.00
Asphalt Binder, Plant Mix (307-B) Per Ton	\$55.25	\$53.75	\$60.50
Asphalt Surface, Plant Mix (411-D) Per Ton	\$75.00	\$68.25	\$68.25
Cost/Mile for Delivery of Materials to Jobsite	No Delivery	N/A	N/A
Offer extension of bid prices for materials used by developers on projects in which eventual ownership of infrastructure will be the City of Kingsport.	No	No	No

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

MEMORANDUM

April 9, 2019

TO: Brent Morelock
FROM: Ronnie Hammonds
SUBJECT: Recommendation of Award of Bid for Concrete, Stone and Asphalt

After reviewing the bids for concrete, stone and asphalt we would recommend the following:

For the concrete bid we recommend awarding the bid to all four bidders (Summers-Taylor, Ready Mix USA, Kingsport Concrete and Transit-Mix). This will allow us to use the next lower bid when concrete is unavailable from the other companies.

Our recommendation for the stone bid is to award the bid to both companies (Vulcan Materials and Blue Water Industries).

Our recommendation for the asphalt is to award the bid to all three companies (W-L Const. & Paving, Pave-Well Paving Co., and Summers Taylor). This would allow us to base the purchase on availability and distance from the job site.

Thank you for your help. If you have any questions please contact us at your convenience.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Concrete for FY20

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

Action Form No.: AF-87-2019
 Work Session: April 15, 2019
 First Reading: N/A

Final Adoption: April 16, 2019
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation: Approve the Resolution.

Executive Summary:

Bids were opened on April 4, 2019 for the purchase of concrete for use by all City Departments for FY20 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to Kingsport Concrete, Summers-Taylor Materials, Transit Mix Concrete, Inc., and Ready Mix USA, LLC at an estimated annual cost of \$60,000 as follows:

Kingsport Concrete	Summers-Taylor Materials	Transit-Mix Concrete	Ready Mix USA
<u>The following cost is for concrete delivered per cy</u>			
5000 PSI: \$134.50	5000 PSI: \$125.00	5000 PSI: \$141.00	5000 PSI: \$131.00
4000 PSI: \$129.00	4000 PSI: \$120.00	4000 PSI: \$134.00	4000 PSI: \$126.00
3000 PSI: \$124.50	3000 PSI: \$115.00	3000 PSI: \$130.00	3000 PSI: \$121.00
<u>The following cost is for concrete the City picks up per cy</u>			
5000 PSI: N/A	5000 PSI: \$103.00	5000 PSI: N/A	5000 PSI: N/A
4000 PSI: N/A	4000 PSI: \$99.00	4000 PSI: N/A	4000 PSI: N/A
3000 PSI: N/A	3000 PSI: \$93.00	3000 PSI: N/A	3000 PSI: N/A

The specifications included language that allows the City to award this bid to more than one vendor due to geographical considerations and concrete availability.

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Opening Bid Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDED THE BID FOR PURCHASE OF CONCRETE TO KINGSPORT CONCRETE, TRANSIT MIX CONCRETE, READY MIX USA, AND SUMMERS-TAYLOR MATERIALS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 4, 2019, for the purchase of concrete for use by all city departments on an as needed basis; and

WHEREAS, the specifications state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds Kingsport Concrete, Transit Mix Concrete, Ready Mix USA and Summers-Taylor Materials are the lowest responsible compliant bidders 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 concrete from Kingsport Concrete, Summers-Taylor Materials, Transit Mix Concrete, and Ready Mix USA; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, the annual estimated cost of concrete is \$60,000.00; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of concrete all as set out above, for use by all city departments is awarded to Kingsport Concrete, Transit Mix Concrete, Ready Mix USA and Summers-Taylor Materials and the city manager is authorized to execute blanket purchase orders for same.

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

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

ADOPTED this the 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 April 4, 2019
 4:00 P.M.

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

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

The Assistant Procurement Manager opened with the following bids:

CONCRETE				
Vendor: ⇨	Kingsport Concrete	Summers-Taylor Materials	Transit-Mix Concrete	Ready Mix USA
5000 PSI – Delivered Cost	\$134.50	\$125.00	\$141.00	\$131.00
4000 PSI – Delivered Cost	\$129.00	\$120.00	\$134.00	\$126.00
3000 PSI – Delivered Cost	\$124.50	\$115.00	\$130.00	\$121.00
5000 PSI – Cost if City Picks Up	N/A	\$103.00	N/A	N/A
4000 PSI – Cost if City Picks Up	N/A	\$ 99.00	N/A	N/A
3000 PSI – Cost if City Picks Up	N/A	\$ 93.00	N/A	N/A
Minimum Amount Delivered/CY	2	3	4	4
Cost/Mile for Delivery to Site	\$1.25/Mile After 5 Miles	N/A	\$0 Inside City Limits	N/A
Extended Prices to Developers	Yes	No	No	No
Delivery Within How Many Hours Notification	3	48	48	48

*Bid cannot be considered – Compliance Affidavit not included.

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

MEMORANDUM

April 9, 2019

TO: Brent Morelock
FROM: Ronnie Hammonds
SUBJECT: Recommendation of Award of Bid for Concrete, Stone and Asphalt

After reviewing the bids for concrete, stone and asphalt we would recommend the following:

For the concrete bid we recommend awarding the bid to all four bidders (Summers-Taylor, Ready Mix USA, Kingsport Concrete and Transit-Mix). This will allow us to use the next lower bid when concrete is unavailable from the other companies.

Our recommendation for the stone bid is to award the bid to both companies (Vulcan Materials and Blue Water Industries).

Our recommendation for the asphalt is to award the bid to all three companies (W-L Const. & Paving, Pave-Well Paving Co., and Summers Taylor). This would allow us to base the purchase on availability and distance from the job site.

Thank you for your help. If you have any questions please contact us at your convenience.



AGENDA ACTION FORM

Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-84-2019
 Work Session: April 15, 2019
 First Reading: N/A

Final Adoption: April 16, 2019
 Staff Work By: R. Trent
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

AEP, d/b/a Kingsport Power Company, has requested easement across a portion of the Dobyms-Bennett High School campus which will allow AEP to provide electrical power to the new addition currently being constructed. This will also provide electrical power to Dobyms-Bennett from either the west or east side of the building correcting a current issue of one half of the building losing power with the other half having power.

The resolution approves the easement and authorizes the mayor to execute the documents necessary to convey the right-of-way easement to Kingsport Power Company. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachment:

1. Resolution
2. Easement and Project Location Maps

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, the City of Kingsport has requested American Electric Power provide electrical power to the new addition currently being constructed at Dobyns-Bennett High School; and

WHEREAS, in doing so, the easement will also enable American Electric Power to provide electrical power to either the west side or east side of the building correcting a current issue of losing power in one half of the building while keeping power in the other half of the building, and

WHEREAS, in order to provide and install electric power lines and communication lines, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Kingsport Power Company.

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 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Kingsport Eas No. R/W Map No. 3783-1128- A4 & A3
1324 Midland Drive W. O. No. W003151401 Job No. 19560008 Prop No. 1
Kingsport, TN 37664 Line Dobyns Bennett High School

THIS AGREEMENT, made this _____ day of _____, 2019,
by and between CITY OF KINGSPORT, a
municipal corporation organized and existing under the laws of the State of
Tennessee, herein called "Grantor", and KINGSPORT POWER
COMPANY, a Virginia corporation, herein called "Kingsport",
WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid
to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby
grants, conveys and warrants to Kingsport, its successors, assigns, lessees and
tenants, a right of way and easement for an electric power line or lines, and
communication lines, in, on, along, through, across or under the following described
lands of the Grantor situated in 11th Civil District, County of Sullivan,
State of Tennessee.

On the North by the lands of E. Center Street
On the East by the lands of N. Eastman Road
On the South by the lands of State of Tennessee
On the West by the lands of _____

Being a right of way and easement fifteen feet (15) in width as shown crosshatched on
that certain Exhibit "A" pages 1 through 5 entitled "Underground Electric Easement
Across the Property of City of Kingsport – Dobyns Bennett High School Campus dated
3/21/2019", attached hereto and made a part hereof.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of
the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of
way and easement herein above granted, shall revert to the Grantor, its successors and
assigns.

Being a right of way easement over the same property conveyed to Grantors herein by
Kingsport Corporation, by deed dated February 23, 1939, and
recorded in Sullivan County, Deed Book No. 39A, Page 589
Map 061D, Group J, CTL Map 061D, Parcel 002.00

Being a right of way easement over the same property conveyed to Grantors herein by
Ross H. Fletcher and Betty Fletcher, by deed dated March 26, 1999, and
recorded in Sullivan County, Deed Book No. 1409C, Page 296
Map 061D, Group J, CTL Map 061D, Parcel 002.70

Being a right of way easement over the same property conveyed to Grantors herein by
Helen Gray Phillips Caldwell, Et Al by deed dated April 11, 1990, and recorded
in Sullivan County, Deed Book No. 725C, Page 009
Map 061D, Group J, CTL Map 061D, Parcel 002.60

TOGETHER with the right, privilege and authority to Kingsport, its successors,
assigns, lessees and tenants, to construct, erect, install, place, operate, maintain,
inspect, repair, renew, remove, add to the number of, and relocate at will, underground
conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and
appurtenances (hereinafter called "Kingsport's Facilities"), in, on, along, through, across
and under the above referred to premises; the right to disturb the surface of said
premises and to excavate thereon, and to cut down, trim, clear and/or otherwise control,
and at Kingsport's option, remove from said premises, brush, undergrowth, trees, tree
roots, shrubs, buildings or other obstructions which may endanger the safety of, or
interfere with the use of Kingsport's Facilities; and the right of ingress and egress to and
over said above referred to premises, and any of the adjoining lands of the Grantors at
any and all times, for the purpose of exercising and enjoying the rights herein granted,
and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

APPROVED AS TO FORM:

By: _____

Mayor

CITY ATTORNEY

Attest: _____

City Recorder

STATE OF TENNESSEE)

To-wit:

COUNTY OF _____)

Before me _____ of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport Tennessee, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Mayor.

Witness my hand and official seal in _____ County, State of _____, this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF TENNESSEE)

To-wit:

COUNTY OF _____)

Subscribed and sworn to before me this the ____ day of _____, 2019.

My Commission Expires: _____

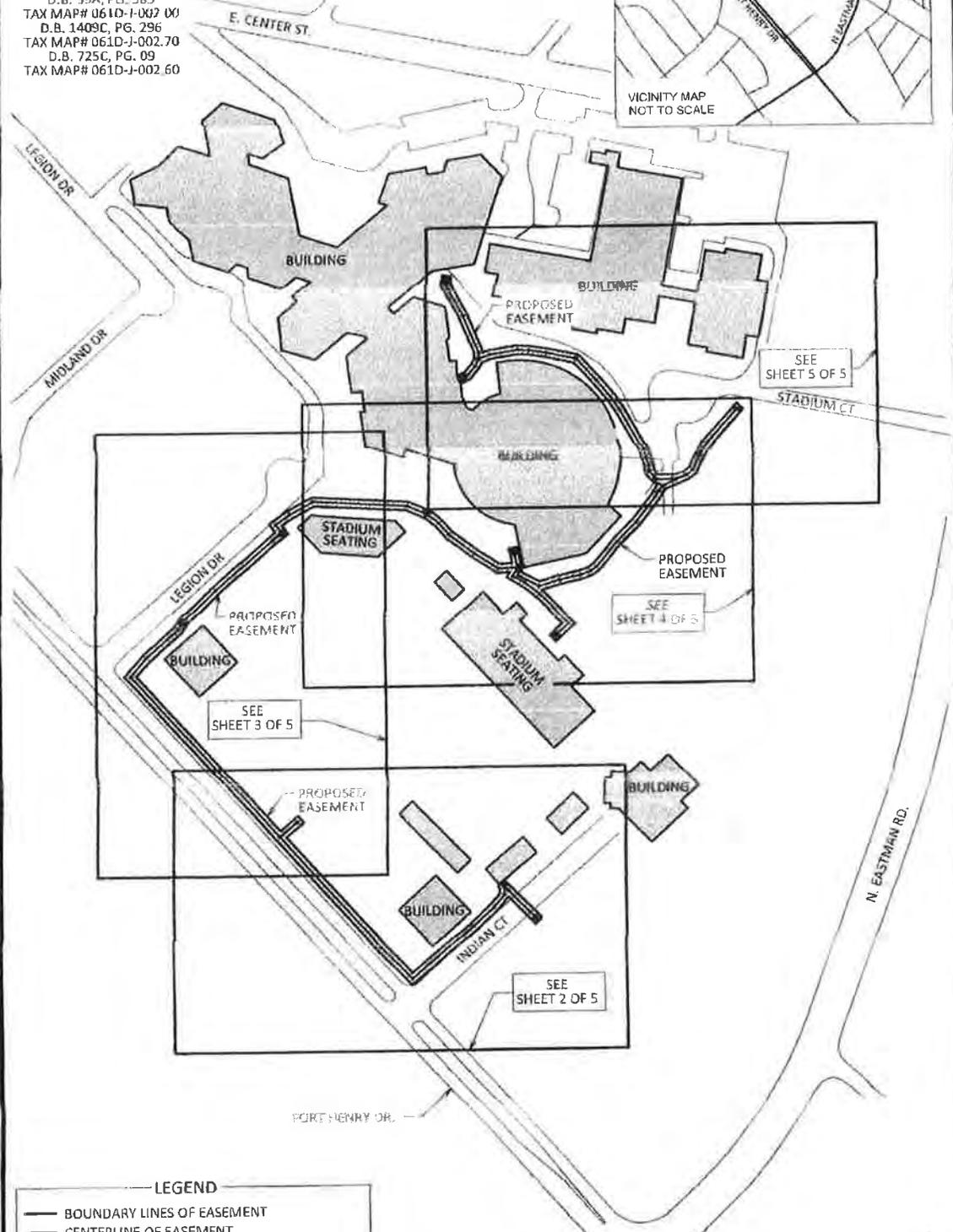
Notary Public

PURPOSE OF PLAT
 1. TO CREATE A 15' WIDE UNDERGROUND ELECTRIC EASEMENT ACROSS THE LANDS OF THE CITY OF KINGSPORT (SEE SOURCE OF TITLE) AS SHOWN HEREON.



SOURCE OF TITLE
 CITY OF KINGSPORT
 D.B. 39A, PG. 589
 TAX MAP# 061D-I-002.00
 D.B. 1409C, PG. 296
 TAX MAP# 061D-J-002.70
 D.B. 725C, PG. 09
 TAX MAP# 061D-J-002.60

NOTE: COORDINATES SHOWN HEREON ARE BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).



LEGEND
 — BOUNDARY LINES OF EASEMENT
 — CENTERLINE OF EASEMENT
 [Hatched box] = EASEMENT AREA: 1.09 ACRES

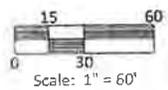
SHEET 1 OF 5

EXHIBIT 'A'

DATE: 03/21/2019	UNDERGROUND ELECTRIC EASEMENT ACROSS THE PROPERTY OF CITY OF KINGSPORT - DOBYNS BENNETT HIGH SCHOOL CAMPUS - SULLIVAN COUNTY TENNESSEE	APPALACHIAN POWER COMPANY T.L.P.E. - R/W ROANOKE, VA
SCALE: N/A		EAS NO.:
DRAWN BY: DRD		DWG. NO.:
APPROVED BY: KING		

SHEET 2 OF 5 **EXHIBIT 'A'**

UNDERGROUND ELECTRIC EASEMENT ACROSS THE PROPERTY OF CITY OF KINGSPORT - DOBYNS BENNETT HIGH SCHOOL CAMPUS - SULLIVAN COUNTY TENNESSEE	APPALACHIAN POWER COMPANY T.L.P.E. - R/W ROANOKE, VA EAS. NO.: DWG. NO.:
DATE: 03/21/2019 SCALE: 1" = 60' DRAWN BY: DRG APPROVED BY: KING	



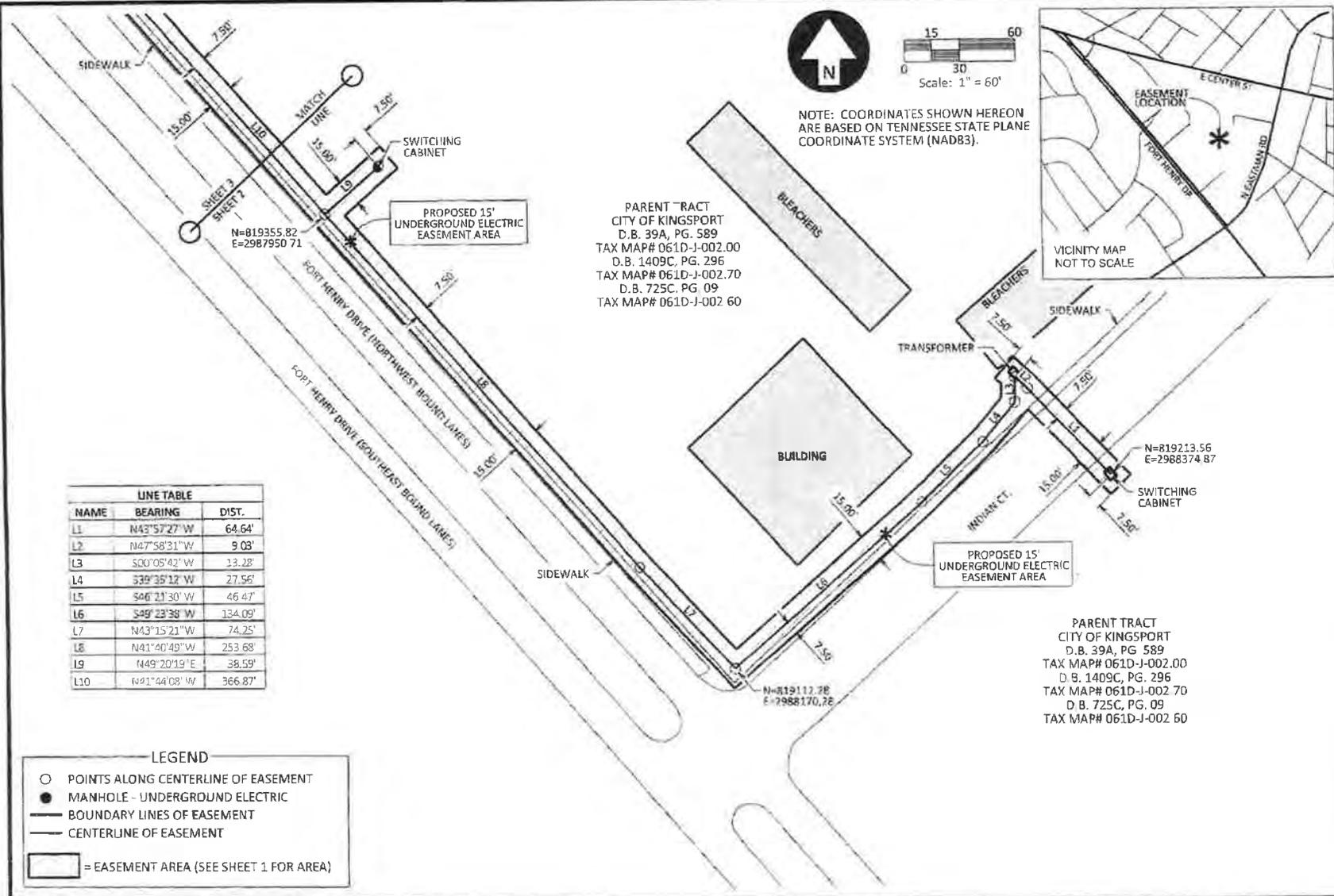
NOTE: COORDINATES SHOWN HEREON ARE BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).



LINE TABLE		
NAME	BEARING	DIST.
L1	N43°57'27" W	64.64'
L2	N47°58'31" W	9.03'
L3	S00°05'42" W	13.28'
L4	S39°35'12" W	27.56'
L5	S46°21'30" W	46.47'
L6	S49°23'38" W	134.09'
L7	N43°15'21" W	74.25'
L8	N41°40'49" W	253.68'
L9	N49°20'19" E	38.59'
L10	N91°44'08" W	366.87'

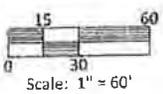
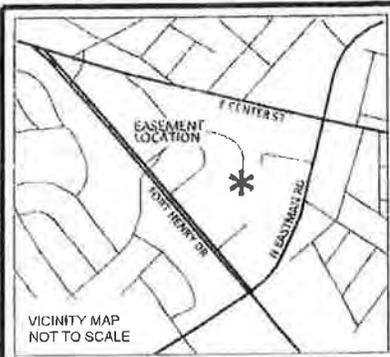
LEGEND

- POINTS ALONG CENTERLINE OF EASEMENT
- MANHOLE - UNDERGROUND ELECTRIC
- BOUNDARY LINES OF EASEMENT
- CENTERLINE OF EASEMENT
- = EASEMENT AREA (SEE SHEET 1 FOR AREA)



PARENT TRACT
 CITY OF KINGSPORT
 D.B. 39A, PG. 589
 TAX MAP# 061D-J-002.00
 D.B. 1409C, PG. 296
 TAX MAP# 061D-J-002.70
 D.B. 725C, PG. 09
 TAX MAP# 061D-J-002.60

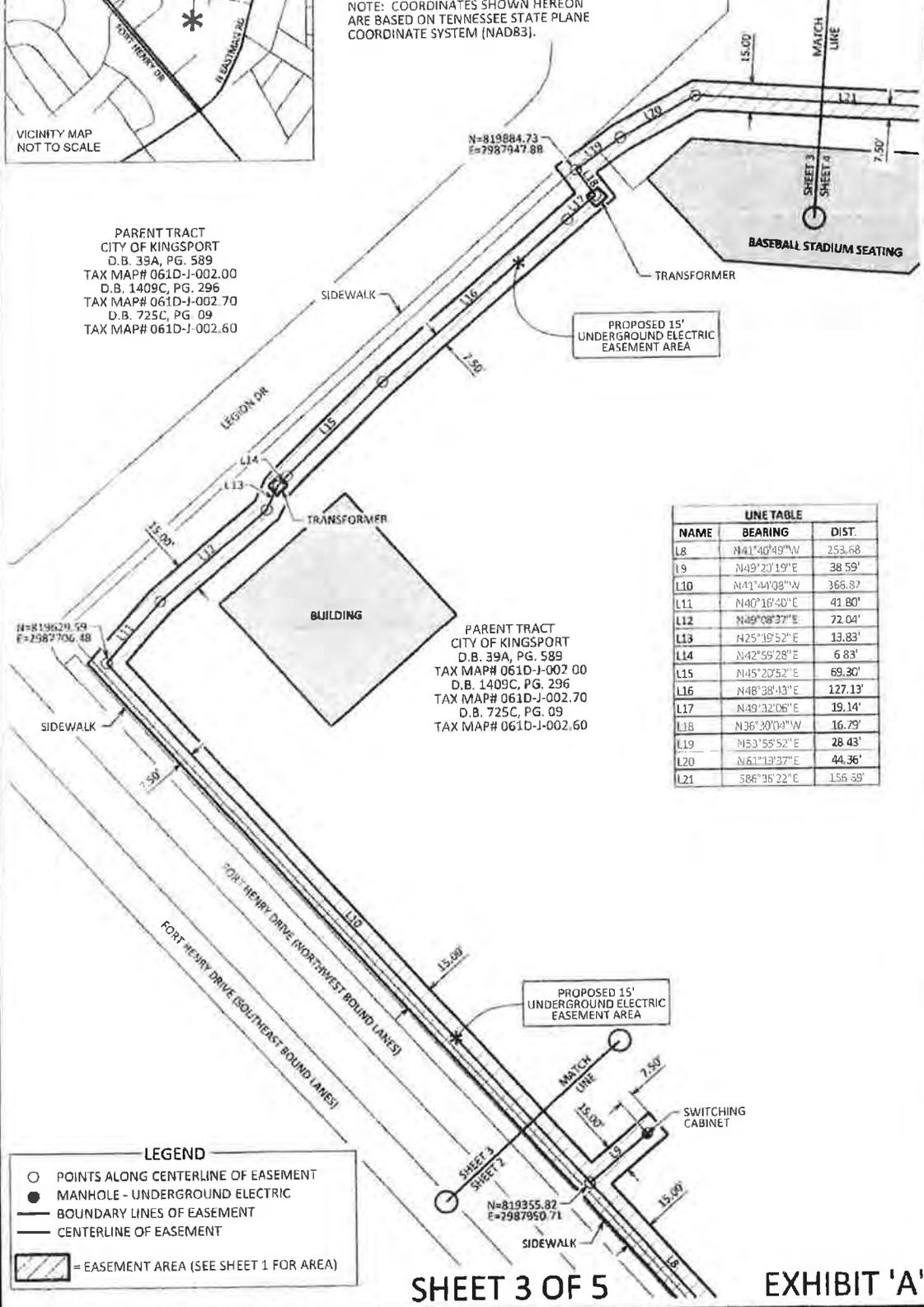
PARENT TRACT
 CITY OF KINGSPORT
 D.B. 39A, PG. 589
 TAX MAP# 061D-J-002.00
 D.B. 1409C, PG. 296
 TAX MAP# 061D-J-002.70
 D.B. 725C, PG. 09
 TAX MAP# 061D-J-002.60



NOTE: COORDINATES SHOWN HEREON ARE BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).

PARENT TRACT
CITY OF KINGSPORT
D.B. 39A, PG. 589
TAX MAP# 061D-J-002.00
D.B. 1409C, PG. 296
TAX MAP# 061D-J-002.70
D.B. 725C, PG. 09
TAX MAP# 061D-J-002.60

PARENT TRACT
CITY OF KINGSPORT
D.B. 39A, PG. 589
TAX MAP# 061D-J-002.00
D.B. 1409C, PG. 296
TAX MAP# 061D-J-002.70
D.B. 725C, PG. 09
TAX MAP# 061D-J-002.60



LINE TABLE		
NAME	BEARING	DIST.
L8	N41°40'49"W	253.68
L9	N49°20'19"E	38.59'
L10	N41°44'08"W	365.87
L11	N40°18'40"E	41.80'
L12	N49°08'37"E	72.04'
L13	N25°19'52"E	13.83'
L14	N42°59'28"E	6.83'
L15	N45°20'52"E	69.30'
L16	N48°38'13"E	127.13'
L17	N49°32'06"E	19.14'
L18	N36°30'04"W	16.79'
L19	N53°55'52"E	28.43'
L20	N61°19'37"E	44.36'
L21	S86°36'22"E	156.59'

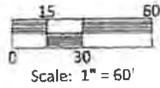
LEGEND

- POINTS ALONG CENTERLINE OF EASEMENT
- MANHOLE - UNDERGROUND ELECTRIC
- BOUNDARY LINES OF EASEMENT
- CENTERLINE OF EASEMENT
- = EASEMENT AREA (SEE SHEET 1 FOR AREA)

SHEET 3 OF 5

EXHIBIT 'A'

DATE: 03/21/2019	UNDERGROUND ELECTRIC EASEMENT ACROSS THE PROPERTY OF CITY OF KINGSPORT - DOBYNS BENNETT HIGH SCHOOL CAMPUS - SULLIVAN COUNTY TENNESSEE	APPALACHIAN POWER COMPANY
SCALE: 1" = 60'		T.L.P.E. - R/W ROANOKE, VA
DRAWN BY: DRD		EAS NO.:
APPROVED BY: KING		DWG. NO.:



NOTE: COORDINATES SHOWN HEREON ARE BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).



PARENT TRACT
CITY OF KINGSPORT
D.B. 39A, PG. 589
TAX MAP# 061D-J-002.00
D.B. 1409C, PG. 296
TAX MAP# 061D-J-002.70
D.B. 725C, PG. 09
TAX MAP# 061D-J-002.60



LINE TABLE		
NAME	BEARING	DIST.
L21	S86°36'22"E	356.69
L22	S67°24'12"E	38.68'
L23	S52°33'45"E	22.92
L24	S41°01'27"E	27.15'
L25	S52°11'47"E	52.58'
L26	S57°35'27"E	47.96'
L27	N88°01'17"E	32.07'
L28	S03°55'23"E	14.05'
L29	S62°29'46"E	38.65'
L30	N73°07'15"E	35.33'
L31	N77°50'25"E	36.17'
L32	N68°24'34"E	18.41'
L33	N54°48'23"E	11.64'
L34	N39°48'43"E	55.05'
L35	N44°15'41"E	45.75'
L36	N36°53'16"E	51.94'
L37	N28°12'42"E	12.79'
L38	N40°56'29"E	10.34'

LINE TABLE		
NAME	BEARING	DIST.
L39	N66°28'58"E	42.75'
L40	N50°13'31"E	13.42'
L41	N23°08'26"E	17.76'
L42	N27°43'23"E	23.45'
L43	N41°17'12"E	88.14'
L44	S30°42'45"W	16.65'
L45	S60°19'36"E	22.94'
L46	S51°29'30"E	31.26'
L47	S44°29'36"E	70.92'
L48	S46°47'15"W	29.69'
L49	N12°13'43"W	27.08'
L50	S72°25'15"W	16.85'
L51	S83°47'16"W	8.95'
L52	S89°28'46"W	24.33'
L53	N51°15'59"W	5.20'
L54	N37°32'56"W	13.93'
L55	N05°17'07"W	9.24'
L55	N16°41'17"W	28.94'
L57	N28°47'04"W	77.43'

PARENT TRACT
CITY OF KINGSPORT
D.B. 39A, PG. 589
TAX MAP# 061D-J-002.00
D.B. 1409C, PG. 296
TAX MAP# 061D-J-002.70
D.B. 725C, PG. 09
TAX MAP# 061D-J-002.60

PARENT TRACT
CITY OF KINGSPORT
D.B. 39A, PG. 589
TAX MAP# 061D-J-002.00
D.B. 1409C, PG. 296
TAX MAP# 061D-J-002.70
D.B. 725C, PG. 09
TAX MAP# 061D-J-002.60

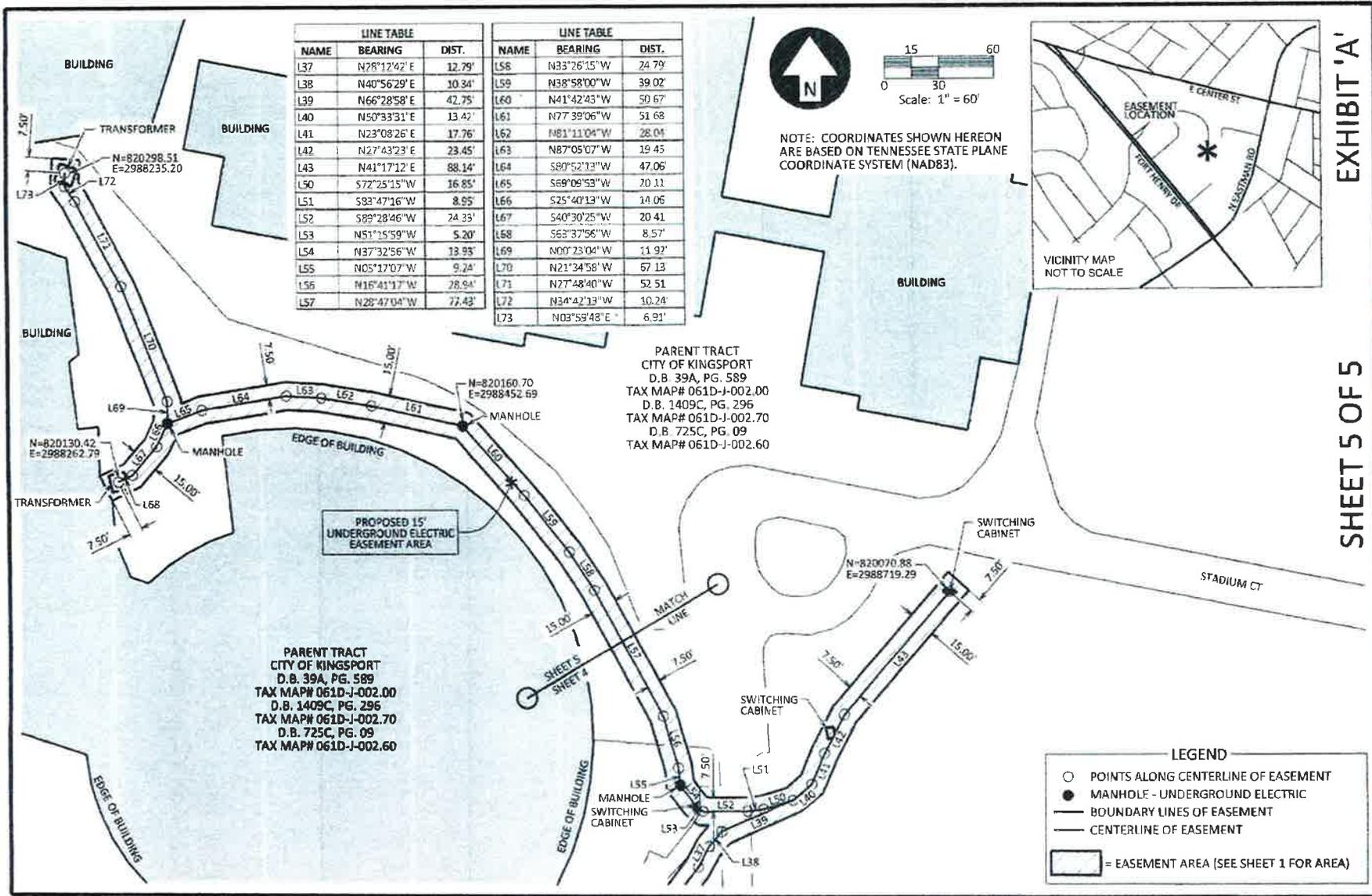
LEGEND

- POINTS ALONG CENTERLINE OF EASEMENT
- MANHOLE - UNDERGROUND ELECTRIC
- BOUNDARY LINES OF EASEMENT
- CENTERLINE OF EASEMENT
- ▭ = EASEMENT AREA (SEE SHEET 1 FOR AREA)

SHEET 4 OF 5

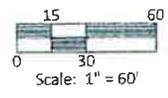
EXHIBIT 'A'

UNDERGROUND ELECTRIC EASEMENT ACROSS THE PROPERTY OF CITY OF KINGSPORT - DOBYSNS BENNETT HIGH SCHOOL CAMPUS - SULLIVAN COUNTY TENNESSEE	APPALACHIAN POWER COMPANY T.L.P.E. - R/W/ ROANOKE, VA EAS NO.: DWG. NO.:
DATE: 03/21/2019 SCALE: 1" = 60' DRAWN BY: DRD APPROVED BY: KING	N-820070.88 E-2988719.29 N-819833.28 E-2988345.74 N-819660.76 E-2988415.42



NAME	BEARING	DIST.
L37	N78°12'42" E	12.79'
L38	N40°56'29" E	10.34'
L39	N66°28'58" E	42.75'
L40	N50°33'31" E	13.42'
L41	N23°08'26" E	17.76'
L42	N27°43'23" E	23.45'
L43	N41°17'12" E	88.14'
L50	S72°25'15" W	16.85'
L51	S83°47'16" W	8.95'
L52	S89°28'46" W	24.33'
L53	N51°15'59" W	5.20'
L54	N37°32'56" W	13.93'
L55	N05°17'07" W	9.24'
L56	N16°41'17" W	28.94'
L57	N28°47'04" W	77.43'

NAME	BEARING	DIST.
L58	N33°26'15" W	24.79'
L59	N38°58'00" W	39.02'
L60	N41°42'43" W	50.67'
L61	N77°39'06" W	51.68'
L62	N81°11'04" W	28.04'
L63	N87°05'07" W	19.45'
L64	S80°52'13" W	47.06'
L65	S69°09'53" W	20.11'
L66	S25°40'13" W	14.06'
L67	S40°30'25" W	20.41'
L68	S63°37'56" W	8.57'
L69	N00°23'04" W	11.92'
L70	N21°34'58" W	67.13'
L71	N27°48'40" W	52.51'
L72	N34°42'13" W	10.24'
L73	N03°53'48" E	6.91'



NOTE: COORDINATES SHOWN HEREON ARE BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).



VICINITY MAP NOT TO SCALE

PARENT TRACT
CITY OF KINGSPORT
D.B. 39A, PG. 589
TAX MAP# 061D-J-002.00
D.B. 1409C, PG. 296
TAX MAP# 061D-J-002.70
D.B. 725C, PG. 09
TAX MAP# 061D-J-002.60

PARENT TRACT
CITY OF KINGSPORT
D.B. 39A, PG. 589
TAX MAP# 061D-J-002.00
D.B. 1409C, PG. 296
TAX MAP# 061D-J-002.70
D.B. 725C, PG. 09
TAX MAP# 061D-J-002.60

LEGEND

- POINTS ALONG CENTERLINE OF EASEMENT
- MANHOLE - UNDERGROUND ELECTRIC
- BOUNDARY LINES OF EASEMENT
- CENTERLINE OF EASEMENT
- = EASEMENT AREA (SEE SHEET 1 FOR AREA)

SHEET 5 OF 5

EXHIBIT 'A'

DATE: 03/21/2019 SCALE: 1" = 60' DRAWN BY: DRD APPROVED BY: KING	UNDERGROUND ELECTRIC EASEMENT ACROSS THE PROPERTY OF CITY OF KINGSPORT - DOBYNS BENNETT HIGH SCHOOL CAMPUS - SULLIVAN COUNTY TENNESSEE	APPALACHIAN POWER COMPANY T.L.P.E. - RW ROANOKE, VA EAS NO.: DWG. NO.:
---	--	---



AGENDA ACTION FORM

Approving a Lease with the United States Post Office

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

Action Form No.: AF-70-2019
Work Session: April 15, 2019
First Reading: N/A

Final Adoption: April 16, 2019
Staff Work By: Mike Billingsley
Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

In June 2002 the city leased a strip of land located next to the sidewalk on Sevier Avenue (see attached map) to the United States post office for its use as part of the parking for the post office property located at 1001 North Eastman Road. The lease is about to expire and the post office has requested that the city enter into a new lease for the strip of land.

The rental in the current lease is \$1.00 per year. The current lease had an initial term of eight years with two additional renewal terms of five years each. For the new lease the post office has requested a five year initial lease term with two renewal terms of five years each. The rental for the lease will continue to be \$1.00 per year.

The post office has requested that the city use the ground lease form of the post office for the new lease, rather than the form that the city has used in the past. Instead the city requested that the parties enter into an extension of the current lease, but post office is requesting a new lease and the use of its lease, probably for uniformity.

The terms of the new lease are included in the resolution attached hereto. The new lease would be effective June 1 2020, with an expiration date of the initial term as May 31, 2025, for a total of five years, with two 5 year renewals that would be effective June 1, 2025, to May 31, 2030, and June 1, 2030, to May 31, 2035.

Attachments:

- 1. Resolution
- 2. Location Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN LEASE WITH UNITED STATES
POST OFFICE AND AUTHORIZING THE MAYOR TO EXECUTE
THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND
PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE

WHEREAS, in June, 2002, the city leased a strip of land located next to the sidewalk on Sevier Avenue to the United States Post Office for its use as part of the parking for the post office property located at 1001 North Eastman Road; and

WHEREAS, the lease is about to expire and staff has been working on the terms of a new lease; and

WHEREAS, the terms of the new lease are effective June 1, 2020, with an expiration date of the initial term as May 31, 2025, for a total of five years, with two 5 year renewals that would be effective June 1, 2025, to May 31, 2030, and June 1, 2030, to May 31, 2035; and

WHEREAS, the rent of the lease is the same at \$1.00 per year.

Now therefore,

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

SECTION I. That a lease with the United States Post Office for a strip of land located next to the sidewalk on Sevier Avenue to the United States Post Office for its use as part of the parking for the post office property located at 1001 North Eastman Road is approved.

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

This Lease made and entered into by and between CITY OF KINGSPORT hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:

That certain paved parking area adjacent to the property previously known as the Service Merchandise Parking Lot and located at 1001 North Eastman Road in the City of Kingsport, Sullivan County, Tennessee.

Total Site Area: 28,030.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$1.00 (One and 00/100 Dollars) payable in advance on the effective date of the lease term.

Rent checks shall be payable to

CITY OF KINGSPORT

CITY HALL BLDG

225 CENTER ST

KINGSPORT, TN 37660-4265

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective June 01, 2020 with an expiration date of May 31, 2025, for a total of 5 Years.

4. RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
06/01/2025	05/31/2030	\$1.00
06/01/2030	05/31/2035	\$1.00

provided that notice is sent, in writing, to the Landlord at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 180 days written notice to the Landlord.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof: See Attached Addendum.

7. Legal Description: See Attached Addendum.

EXECUTED BY LANDLORD this day of , _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF KINGSPORT

ADDENDUM

7. LEGAL DESCRIPTION:

BEGINNING at the point of intersection of the southeasterly line of Eastman Road with the northeasterly line of East Sevier Avenue; thence northeasterly with the said line of Eastman Road 40.09 feet to a point; thence southeasterly by a deflection angle of 85 degrees 57' to the right 476.52 feet to the P.T. of a curve; thence continuing southeasterly by line parallel to end 40 feet from the original line of East Sevier Avenue by a curve to the left of radius 1,362.47 feet, an arc distance of 217.64 feet to appoint in the northeasterly line of Ormond Drive; thence southeasterly with the said line of Ormond Drive by a curve to the left of radius 1,330.76 feet, an arc distance of 40 feet to a point in the original line of East Sevier Avenue; thence northwesterly with the said line of East Sevier Avenue by a curve to the right of radius 14,602.47 feet, an arc distance of 224.03 feet to the P.T. of said curve; thence continuing northwesterly with the said line of East Sevier Avenue by a tangent of 481.36 feet to the point of BEGINNING, containing 28,030 square feet, more or less, and being a 40-foot strip of Block 236 adjacent to East Sevier Avenue.

8. MAINTENANCE:

The Postal Service shall be responsible for maintenance of the parking lot. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the Premises in proper condition during the Ground Lease term.

9. SERVICES:

The Postal Service agrees to furnish and pay for the timely removal of snow and ice from the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.) during the continuance of the Lease.

General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEES AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event

of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract

adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made,

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

~~The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.~~

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service. By execution of this Lease the Landlord certifies:

- a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential

violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.kisps.convpublications.

Clause 1-1, Privacy Protection (July 2007) Clause 1-5, Gratuities or Gifts (March 2006) Clause 1-6, Contingent Fees (March 2006) Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Clause 9-3, Davis-Bacon Act (March 2006) Clause 9-7, Equal Opportunity (March 2006) Clause 9-13, Affirmative Action for Handicapped Workers (March 2006) Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 2006) Clause B-25, Advertising of Contract Awards (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

[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 lease set out herein that do not substantially alter the material provisions of the lease, 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 16th day of April, 2019.

JOHN CLARK, MAYOR

ATTEST:

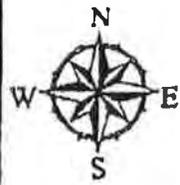
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Legend

Parcel



© City of Kingsport, Tennessee. All Rights Reserved.

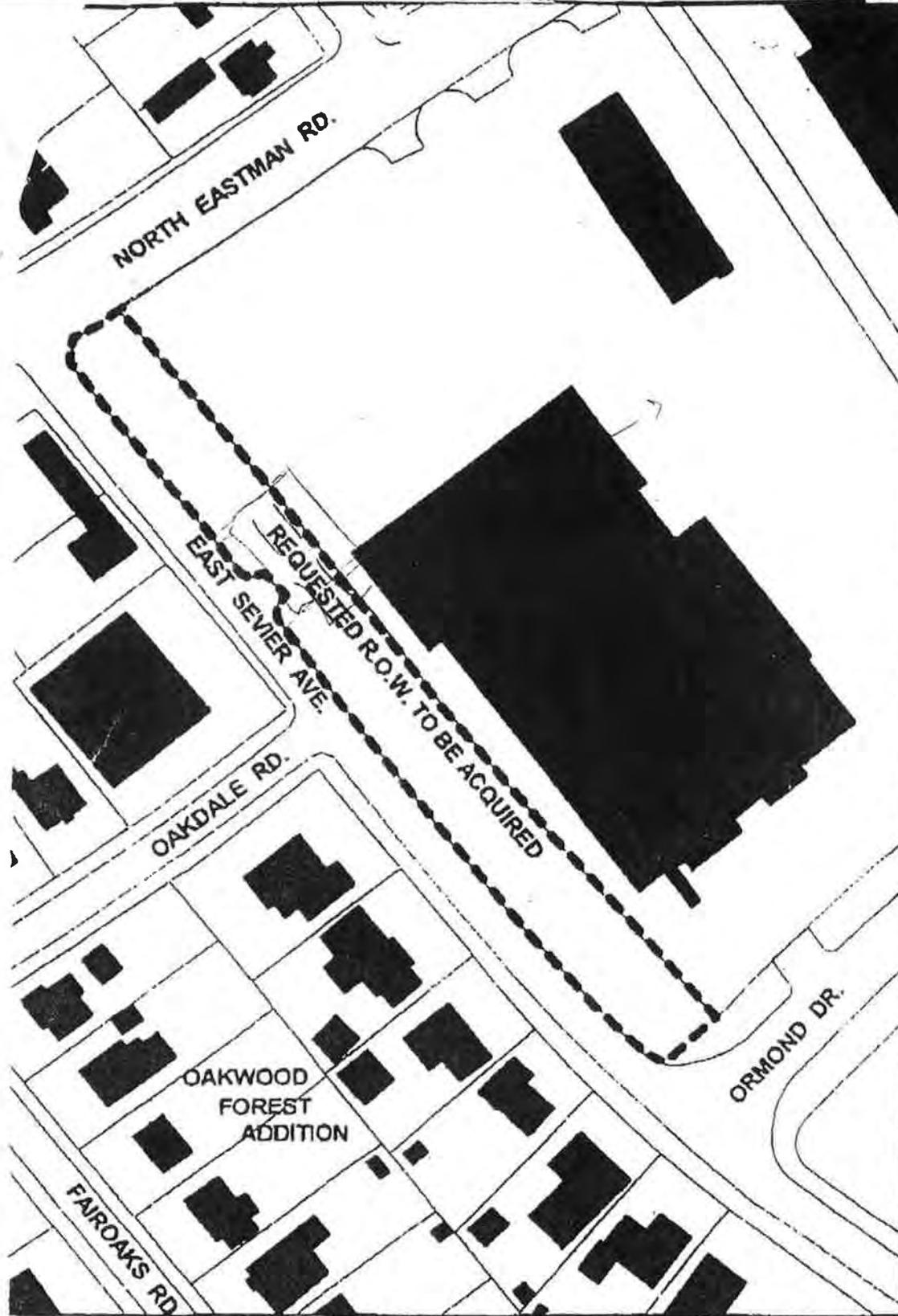
Map Reference # Proj0185

Dec 10 - 01 - 1999

LOCATION MAP

0 100 Feet

ATTACHMENT "B"





AGENDA ACTION FORM

Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport

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

Action Form No.: AF-78-2019
 Work Session: April 15, 2019
 First Reading: N/A

Final Adoption: April 16, 2019
 Staff Work By: Lisa Winkle
 Presentation By: Lisa Winkle

Recommendation:

Request to approve separate resolutions for each of the authorized depositories and designate the authorized official signatures for the accounts on deposit with each of the depositories and designate the officials authorized to execute banking transactions for the City of Kingsport.

Banks and Depositories Currently Holding City Funds

- Approve Resolution with Capital Bank/First Tennessee Bank National Association
- Approve Resolution with HomeTrust Bank
- Approve Resolution with Regions Bank
- Approve Resolution with BB&T
- Approve Resolution with the State of Tennessee Local Government Investment Pool
- Approve Resolution with Bank of Tennessee
- Approve Resolution with Citizens Bank

Additional Banks and Depositories on Bid Request List

- Approve Resolution with SunTrust Bank
- Approve Resolution with First Bank and Trust
- Approve Resolution with First Community Bank
- Approve Resolution with Bank of America
- Approve Resolution with Renasant Bank

Executive Summary:

As a result of recent personnel changes including the retirement of City Recorder/CFO James H. Demming and hiring of Sidney H. Cox as City Recorder/CFO, it is necessary to provide new resolutions to the banks in order to designate authorized official signatures and designate officials authorized to execute banking transactions.

Attachments:

1, Resolutions

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH
CAPITAL BANK/FIRST TENNESSEE BANK NATIONAL ASSOCIATION**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Capital Bank/First Tennessee Bank National Association (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCart	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the

facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCart	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH HOMETRUST BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That HomeTrust Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCartt	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Demming
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH REGIONS BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Regions Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCart	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH BB&T BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That BB&T Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality are identified as follows:

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCartt	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the

facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCart	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH THE
STATE OF TENNESSEE LOCAL GOVERNMENT INVESTMENT POOL**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That the State of Tennessee Local Government Investment Pool (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality, are identified as follows:

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the LGIP's savings, time deposit, wire transfer, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said LGIP, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the LGIP of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the LGIP to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCartt	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the LGIP is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. The LGIP is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the LGIP:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCart	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at LGIP by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the LGIP shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the LGIP from and after its adoption, and that the LGIP shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the LGIP shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the LGIP in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the LGIP as public funds.

SECTION X. That no official correspondence and/or official notice from the LGIP shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS
ON DEPOSIT WITH THE BANK OF TENNESSEE**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That the Bank of Tennessee (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality, are identified as follows:

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCartt	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH CITIZENS BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Citizens Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality, are identified as follows:

SECTION II. That either the City Manager or the Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant to the City Manager	Christopher W. McCartt	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH SUNTRUST BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That SunTrust Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality, are identified as follows:

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of this municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCartt	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said accounts which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens, which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH FIRST BANK AND TRUST**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That First Bank and Trust (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCart	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH FIRST COMMUNITY BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That First Community Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCart	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH BANK OF AMERICA**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Bank of America (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCart	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH RENASANT BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Renasant Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Tilden J. Fleming	
OR		
Assistant City Manager	Christopher W. McCart	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Tilden J. Fleming	
Assistant City Manager	Christopher W. McCartt	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney