



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN WORK SESSION**

**Monday, March 23, 2020, 4:30 p.m.  
City Hall, 225 W. Center St., Courtroom**

#### **Board of Mayor and Aldermen**

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
J. Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
Scott Boyd, Fire Chief  
David Quillin, Police Chief  
George DeCroes, Human Resources Director  
Ken Weems, Planning Manager  
Jessica Harmon, Assistant to City Manager

1. Call to Order
2. Roll Call
3. Review of Items on March 24, 2020 Business Meeting Agenda
4. Adjourn

**Next Work Session April 6:** United Way Greater Kingsport/AveNew and Homeless Initiative

***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.***

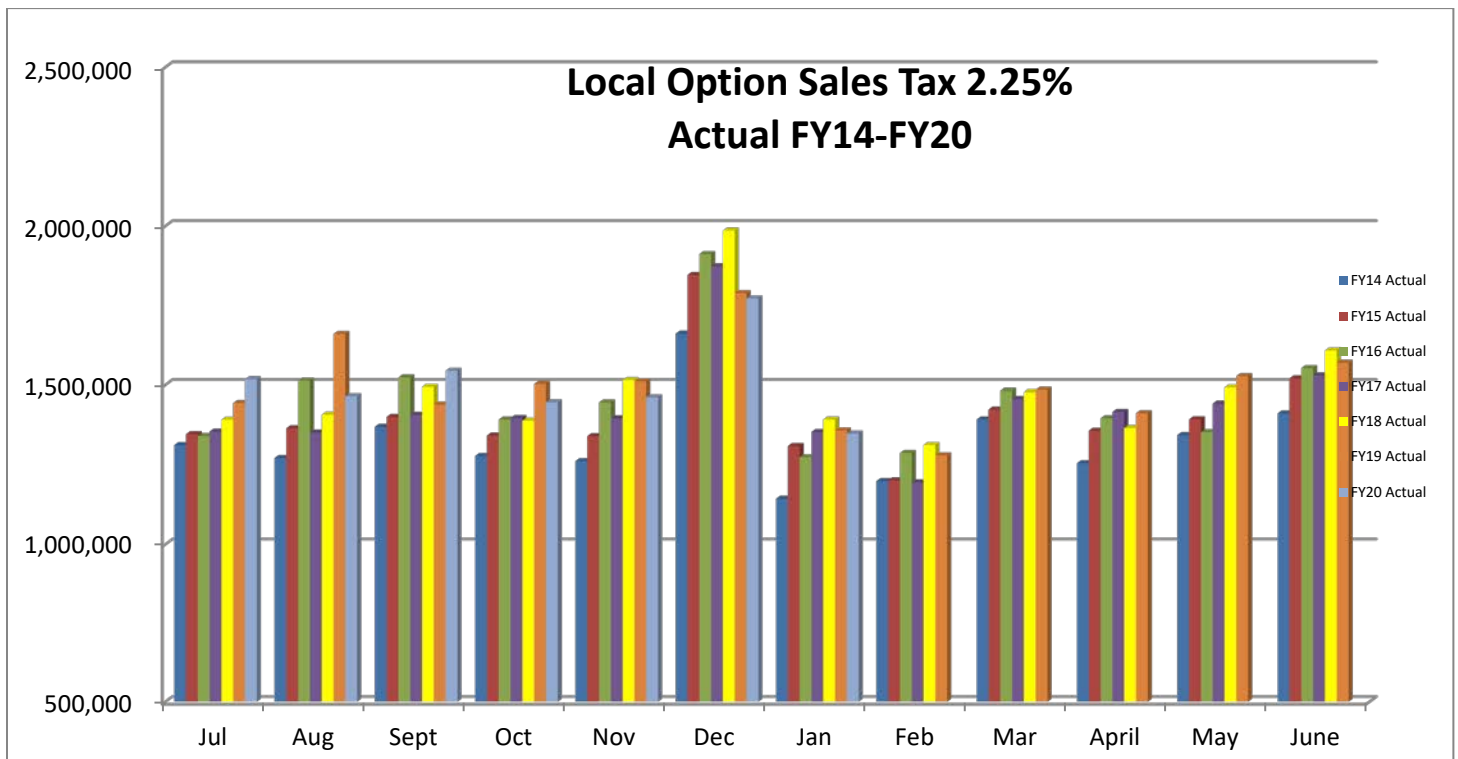
## BMA Report, March 23, 2020

### Financial Comments – John Morris



### Local Option Sales Tax 2.25% - Five Year History

	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	Adopted FY20 Budget	Variance		% of Growth	
									FY20 Over/ Under Budget	FY20 Over/Under Prev. Year Actual	FY20 Over/Under Prev. Year Actual	FY20 Over/ Under Budget
Jul	\$ 1,312,286	\$ 1,346,896	\$ 1,341,027	\$ 1,354,948	\$ 1,392,147	\$ 1,444,727	\$ 1,517,710	\$ 1,474,300	\$ 43,410	\$ 72,983	5.05%	2.94%
Aug	\$ 1,271,614	\$ 1,365,262	\$ 1,513,366	\$ 1,351,703	\$ 1,408,119	\$ 1,660,189	\$ 1,466,245	\$ 1,488,900	\$ (22,655)	\$ (193,944)	-11.68%	-1.52%
Sept	\$ 1,369,878	\$ 1,401,017	\$ 1,523,474	\$ 1,407,707	\$ 1,493,952	\$ 1,440,056	\$ 1,544,462	\$ 1,445,618	\$ 98,844	\$ 104,406	7.25%	6.84%
Oct	\$ 1,278,027	\$ 1,342,308	\$ 1,392,699	\$ 1,397,511	\$ 1,389,451	\$ 1,503,032	\$ 1,447,067	\$ 1,445,705	\$ 1,362	\$ (55,965)	-3.72%	0.09%
Nov	\$ 1,261,963	\$ 1,340,457	\$ 1,446,687	\$ 1,396,643	\$ 1,515,210	\$ 1,510,894	\$ 1,462,498	\$ 1,519,047	\$ (56,549)	\$ (48,396)	-3.20%	-3.72%
Dec	\$ 1,661,378	\$ 1,845,794	\$ 1,911,650	\$ 1,873,531	\$ 1,985,601	\$ 1,788,766	\$ 1,772,437	\$ 1,884,702	\$ (112,265)	\$ (16,329)	-0.91%	-5.96%
Jan	\$ 1,143,685	\$ 1,309,305	\$ 1,274,292	\$ 1,353,575	\$ 1,392,917	\$ 1,358,902	\$ 1,348,872	\$ 1,382,547	\$ (33,675)	\$ (10,030)	-0.74%	-2.44%
Feb	\$ 1,198,993	\$ 1,201,182	\$ 1,287,536	\$ 1,194,890	\$ 1,312,713	\$ 1,280,154		\$ 1,291,256				
Mar	\$ 1,392,759	\$ 1,424,090	\$ 1,481,645	\$ 1,457,518	\$ 1,477,699	\$ 1,484,980		\$ 1,491,207				
April	\$ 1,255,243	\$ 1,357,635	\$ 1,396,651	\$ 1,416,452	\$ 1,366,099	\$ 1,412,517		\$ 1,428,727				
May	\$ 1,343,786	\$ 1,393,582	\$ 1,353,162	\$ 1,442,890	\$ 1,492,028	\$ 1,527,469		\$ 1,502,537				
June	\$ 1,411,977	\$ 1,520,599	\$ 1,552,713	\$ 1,529,681	\$ 1,608,149	\$ 1,571,086		\$ 1,579,454				
Total	\$ 15,901,589	\$ 16,848,127	\$ 17,474,902	\$ 17,177,049	\$ 17,834,085	\$ 17,982,773	\$ 10,559,291	\$ 17,934,000	\$ (81,528)	\$ (147,276)	-1.14%	-0.54%



## BMA Report, March 23, 2020



### **Kingsport Employee Wellness, George DeCroes**

	01/01/2020 – 02/29/2020	03/01/2020 – 02/17/2020
<b>Total Utilization</b>	<b>95.3%</b>	<b>89.8%</b>
City – Active Employees	63.2%	54.2%
City – Dependents	31.3%	39.9%
City – Retirees	1.3%	2.6%
Extended-Patient Services/Other	0.0%	2.0%
Work Comp	0.5%	0.0%
No Show	3.7%	1.3%

### **Worker's Compensation, Terri Evans**

For the month of February 2020, the city had five recordable worker's compensation claims that involved lost time or restricted duty. Of the five claims involved, there were no lost time and five restricted duty.



# City of Kingsport

March 24, 2020

## Project Status in Pictures

### 1 KAC Expansion

*Pool handrails have been installed and welded wire fabric reinforcement is being installed for the pool deck.*

### 2 Miracle Field

*Work continues on the pavilion, with the dugouts currently under construction.*

### 3 Market Street Bulb Out

*Six of the eight bulb outs have completed concrete work. Landscaping and benches will finish up the project.*

### 4 West Kingsport Pump Station

*Installation of 16" forcemain from Industry Drive to Keller Street in progress in the open field.*





# 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	<b>SR 347 (Rock Springs Road)</b> <b>[State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	Letter requesting a revised scope & contract approved by the MTPO 2/6/2020 and sent to TDOT for consideration.
\$6,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	TDOT provided Kingsport the Notice to proceed with the Right-of-Way phase on 1-29-2020.
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	. Installation of 16" FM from Industry to Keller in open field underway. Jack and bore under Industry Drive will be next FM activity.
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	Excavation continues around WKPS for meter and valve box structures. By-pass pumping installation next major milestone.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig working in NEPA phase.
\$3,312,698.00	Ryan McReynolds	<b>City Hall Relocation - Phase 1</b>	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	7/11/2020	6th Floor Clinic cabinetry installed; stonework accent being installed on 3rd fl BMA room.
\$2,888,300.00	Niki Ensor	<b>Water &amp; Wastewater Facilities SCADA/Telemetry Project</b>	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	Electrician continue to hange cabinets and land wires at remote sites.
\$2,508,812.00	Niki Ensor	<b>WWTP Electrical Improvements</b>	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	12/31/2020	Bids were received 3/11/2020. TEC is apparent low bidder at \$2,508,812. Budget ordinance for BMA approval on 3/24/19. TEC contract for BMA approval on 4/7/2020.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Had kickoff meeting with TDOT on 3/12/20. Still awaiting LGIP account set up.
\$2,341,130.00	Kitty Frazier	<b>Miracle Field Complex</b>	Construction of ball field, playground, and amenities.	5/31/2020	Roof work, exterior pavilion work, and interior finishing of the bath/concession building are the current focus of the project.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	With City Hall Phase 2 plans completed, architect will turn focus to completing this design and providing plans.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$2,041,600.00	Chris McCartt	<b>Kingsport Aquatic Center Expansion</b>	New outdoor pool and deck, new construction of administration addition. New shaded pavilion, new walk-in freezer and restroom buildout. Construction of new masonry screen wall.	4/30/2020	Pool handrails installed; welded wire fabric reinforcement being installed for pool deck.
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	12/31/2020	GRC was low bidder. Bid to go to BMA for 2 readings and approval starting first meeting in April.
\$1,157,898.78	Chad Austin	<b>Border Regions - Sanitary Sewer - Area 2 and Mitchell Road</b>	Sanitary Sewer Extension into annexed areas around Tri Cities Crossing	5/9/2020	Contractors are working behind Pickens Road and on Mitchell Road.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Barge is working on NEPA documents.
\$1,000,000.00	Michael Thompson	<b>Area 11b Asphalt Paving</b>	Paving of asphalt streets in Upper Sevier Terrace (area between Fairview, W. Stone Drive, Lynn Garden Dr)	8/1/2020	City crews will be performing this work in Spring 2020.
\$997,475.00	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	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]	8/31/2020	Work to finalize right of way phase. TDOT is reviewing bid documents and estimate for approval.
\$937,442.00	Kitty Frazier	<b>Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)</b>	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]	5/29/2020	C.O. Approved by TDOT - project to resume in April 2020
\$873,345.88	Chad Austin	<b>2019 I &amp; I Sewer Rehab/Replacement</b>	Project will include sanitary sewer rehab/replacement in the White Street/Gibson Mill area, Fort Robinson area, Konnarock Road, Brooks Street Alley, and DB Track & Field.	2/12/2021	Pipe bursting work to begin in 2 weeks.
\$699,000.00	Niki Ensor	<b>Hillcrest &amp; Allandale Water Storage Tank Rehabilitation</b>	Will be a partial rehabilitation Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	Project approved by BMA on 3/3/2020.
\$661,140.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Work to finalize right of way phase. TDOT is reviewing bid documents and estimate for approval.
\$481,183.00	Ryan McReynolds	<b>Wilcox Bridge (Wilcox Dr. &amp; E. Sullivan St.)</b>	Bridge re-painting and landscaping	5/29/2020	Due to temperature requirements from CSX on the paint application to the bridge this project start will be delayed until Spring 2020.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	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.	7/30/2022	TDOT has moved the letting date to 2021.
\$400,000.00	Michael Thompson	<b>2020 Contracted Paving - E Sullivan Street</b>	Paving of E. Sullivan Street from E. Center Street to Church Circle	10/30/2020	Scope of sewer repairs is undecided at this time. Paving will bid once a path forward is determined.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$376,352.00	Michael Thompson	<b>Area 10-Phase 2 Contracted Concrete</b>	Replacing concrete roadway panels along Hollywood Drive	9/8/2020	Contractor began saw cutting on roadway 3/12/2020.
\$370,120.00		<b>Commerce Street Bulb Outs</b>	Construct sidewalk bulb outs at Commerce Street & New Street as well as Commerce Street & Market Street to facilitate safer pedestrian crossings. ADA compliant ramps along with storm water infrastructure improvements are also part of this project.	5/11/2020	6 of the 8 corners have been demolished and concrete work completed. Still lack landscaping and furniture.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021



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## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **BUSINESS MEETING**

**Tuesday, March 24, 2020, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom**

#### **Board of Mayor and Aldermen**

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **City Administration**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
J. Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Scott Boyd, Fire Chief  
George DeCroes, Human Resources Director  
Ken Weems, Planning Manager  
Jessica Harmon, Assistant to City Manager

#### **I. CALL TO ORDER**

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **II.B. INVOCATION**

#### **III. ROLL CALL**

#### **IV.A. RECOGNITIONS & PRESENTATIONS**

None

#### **IV.B. APPOINTMENTS**

1. Reappointments to the Tree Advisory Board (AF: 67-2020) (Mayor Shull)
  - Appointments

2. Reappointment to the Kingsport Housing and Redevelopment Authority (AF: 69-2020) (Mayor Shull)
  - Appointment

## **V. APPROVAL OF MINUTES**

1. Work Session – March 2, 2020
2. Business Meeting – March 3, 2020
3. Joint Work Session – March 10, 2020

## **VI. COMMUNITY INTEREST ITEMS**

### **A. PUBLIC HEARINGS**

None

### **COMMENT**

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

### **B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Budget Adjustment Ordinance for the Water and Sewer Project Funds in FY20 (AF: 41-2020) (Chris McCartt)
  - Ordinance – First Reading

### **C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Budget Adjustment Ordinance for Various Project Funds in FY20 (AF: 56-2020) (Chris McCartt)
  - Ordinance – Second Reading & Final Adoption

### **D. OTHER BUSINESS**

1. Agreement with CSX Transportation (CSXT) for the Main Street Redevelopment Project (AF: 58-2020) (Ryan McReynolds)
  - Resolution
2. Authorize Utilizing the State Contract for Purchasing Mobile Services & Devices from Verizon Wireless (AF: 72-2020) (David Quillin)
  - Resolution
3. Awarding the Bid for the Purchase of One (1) Track Excavator 10K (AF: 68-2020) (Ryan McReynolds, Steve Hightower)
  - Resolution
4. Approve an Amendment to the Permanent Easement Agreement with Kingsport Hotel, LLC (AF: 78-2020)
  - Resolution

5. Purchase Additional School Bus from Mid-South Bus Center Based on Bids Previously Awarded by Board of Mayor and Aldermen (AF: 73-2020) (Steve Hightower)
  - Resolution
6. Awarding the Bid for the Purchase of One (1) Track Equipped Skid Steer Loader (AF: 77-2020) (Ryan McReynolds, Steve Hightower)
  - Resolution

**VII. CONSENT AGENDA**

1. Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO) (AF: 65-2020) (David Quillin)
  - Resolution
2. Approve Issuance of Certificate of Compliance for Business to Sell Retail Alcoholic Beverages (AF: 79-2020) (Sid Cox)
  - Certificate
3. Apply for and Receive a Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in their Law Enforcement Liaison (LEL) Program (AF: 71-2020) (David Quillin)
  - Resolution
4. Approve Amended Inter-Local Agreement between KECD and City of Kingsport (AF: 40-2020) (David Quillin)
  - Resolution
5. Renewing the Award of the Bid for School Crossing Guard Services (AF: 75-2020) (David Quillin)
  - Resolution
6. Contract Amendment with the Tennessee Department of Transportation on Behalf of the Kingsport MTPO for Federal Planning Fund Modifications (AF: 62-2020) (Bill Albright)
  - Resolution
7. Renewing the Award of the Bid for the Purchase of Copier Paper (AF: 76-2020) (Chris McCartt)
  - Resolution
8. Approve Application and Contract with Virginia Department of Rail and Public Transportation for Federal Transit Administration Section 5303 Planning Funds (AF: 63-2020) (Lesley Phillips)
  - Resolution



9. Enter into an Agreement with Cintas for Uniform Rental Services for School Maintenance Department Utilizing Omnia Partners Cooperative (AF: 74-2020) (David Frye)
  - 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

### Reappointments to the Tree Advisory Board

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

Action Form No.: AF-67-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Board  
 Presentation By: Mayor Shull

### Recommendation:

Approve reappointments.

### Executive Summary:

It is recommended to reappoint Tim Martin, Denise Isaacs, Dan Wernick and Dave Williams to the Tree Advisory Board effective July 31, 2020. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are two years with no term limits. The board is comprised of ten (10) members; four (4) residents of Kingsport, four (4) tree industry professionals, one (1) KKB representative and one (1) Kingsport city staff member.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Steve Bingham	6/30/21	3	KPT Resident
Cole Lusk	7/31/21	5	Tree Industry Prof.
Christine Barger	7/31/21	8	KPT Resident
James Babb	6/30/21	3	Tree Industry Prof.
Dan Wernick	7/31/20	7	Tree Industry Prof.
David Williams	7/31/20	2	Tree Industry Prof.
Timothy Martin	7/31/20	3	KPT Resident
Denise Isaacs	7/31/20	1	KPT Resident
Sharon Hayes	Term of Ofc.		KKB Rep.
Lewis Bausell	Term of Ofc.		KPT City Staff Rep.

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Steve Bingham	6/30/21	3	KPT Resident
Cole Lusk	7/31/21	5	Tree Industry Prof.
Christine Barger	7/31/21	8	KPT Resident
James Babb	6/30/21	3	Tree Industry Prof.
Dan Wernick	7/31/22	8	Tree Industry Prof.
David Williams	7/31/22	3	Tree Industry Prof.
Timothy Martin	7/31/22	4	KPT Resident
Denise Isaacs	7/31/22	2	KPT Resident
Sharon Hayes	Term of Ofc.		KKB Rep.
Lewis Bausell	Term of Ofc.		KPT City Staff Rep.

### Attachments:

None

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



## AGENDA ACTION FORM

### Reappointment to the Kingsport Housing and Redevelopment Authority

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

Action Form No.: AF-69-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Cunningham  
 Presentation By: Mayor Shull

#### **Recommendation:**

Approve reappointment.

#### **Executive Summary:**

It is recommended to reappoint Linda Calvert to the Kingsport Housing and Redevelopment Authority board. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five years with no term limits. The board is comprised of five (5) members all within the KHRA jurisdiction.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Larry Estepp	4/30/24	2	KHRA Jurisdiction
Linda Calvert	2/29/20	4	KHRA Jurisdiction
Esther Rodolphe	3/31/21	1	KHRA Jurisdiction
Seth Jarvis	2/28/22	1	KHRA Jurisdiction
Tony Jennings	2/28/23	4	KHRA Jurisdiction

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Larry Estepp	4/30/24	2	KHRA Jurisdiction
Linda Calvert	2/28/25	5	KHRA Jurisdiction
Esther Rodolphe	3/31/21	1	KHRA Jurisdiction
Seth Jarvis	2/28/22	1	KHRA Jurisdiction
Tony Jennings	2/28/23	4	KHRA Jurisdiction

#### **Attachments:**

None

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



Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, March 2, 2020, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice-Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Ryan McReynolds, Deputy City Manager

J Michael Billingsley, City Attorney

Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Jennifer Adler.
3. **CITY ELECTION UPDATE.** Jason Booher presented this item to the board regarding a change in the date of the city election. He noted several options, pointing out the board could always change back to the original date in May one time. He recommended changing to the November election where there would be a shorter ballot. There was some discussion.
4. **BAYS MOUNTAIN PARK STRATEGIC PLAN UPDATE.** Rob Cole gave a presentation on this item and answered questions. Discussion followed.
5. **REVIEW OF AGENDA ITEMS ON THE MARCH 3, 2020 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt 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.D.1 Change Meeting Date of Business Meeting of the Board of Mayor and Aldermen from the Third Tuesday to the Fourth Tuesday in March, 2020 (AF: 29-2020).** City Manager McCartt stated this change was in light of the board attending the Tennessee Municipal League Conference in Nashville that conflicts with the regularly scheduled business meeting.

**VI.D.5 Amend Aquatic Center Fees Outside of the Fee Resolution Schedule Due to the Timing of the Summer Operational Season at the Aquatic Center (AF: 48-2020).** City Manager McCartt commented this reflected the market rate for outdoor admission at other local water parks. The season opens before the new fee resolution will be approved with the fiscal year budget and that is why it is being presented at this time.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, March 2, 2020**

**VI.D.9 Extend Existing Economic Development Contribution with the Kingsport Economic Development Board** (AF: 61-2020). Mr. McCartt stated this item was a 90 day extension that would allow representatives from Anita's and the economic development board to look at refinancing options that would be brought back at a later time.

Mayor Shull commented on the upcoming Eastman breakfast on Wednesday. He also mentioned he would be attending a regional meeting with more than twenty local mayors on Friday. Alderman Phillips commented on the old KATS building and its possible use for RCAM.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:16 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, March 3, 2020, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Pat Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, 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 Pat Shull.

II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Assistant City Attorney Bart Rowlett.

II.B. **INVOCATION:** Stan Leonard, Mustard Seed Ministries.

III. **ROLL CALL:** By City Recorder Cox. Absent: Alderman Jennifer Adler.

IV.A. **RECOGNITIONS AND PRESENTATIONS.** None.

IV.B. **APPOINTMENTS/REAPPOINTMENTS.**

1. **Appointment/Reappointments to the Kingsport Economic Development Board** (AF: 47-2020) (Mayor Shull).

Motion/Second: George/Duncan, to approve:

APPOINTMENT OF MR. MARTY BARFIELD AND REAPPOINTMENT OF MR. BOB FEATHERS AND MR. LARRY ESTEPP TO SERVE ON THE **KINGSPORT ECONOMIC DEVELOPMENT BOARD**. ALL TERMS ARE SIX YEARS AND ARE EFFECTIVE IMMEDIATELY EXPIRING ON JANUARY 1, 2026.

Passed: All present voting “aye.”

V. **APPROVAL OF MINUTES.**

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

A. February 17, 2020 Regular Work Session

B. February 18, 2020 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 3, 2020**

**A. PUBLIC HEARINGS.** None.

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. Budget Adjustment Ordinance for Various Project Funds in  
FY20 (AF: 56-2020) (Chris McCartt).**

Motion/Second: George/Duncan, to pass:

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

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

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Amend FY20 General Purpose School Fund Budget (AF:  
43-2020) (David Frye).**

Motion/Second: Phillips/Cooper, to pass:

**ORDINANCE NO. 6851**, AN ORDINANCE TO AMEND THE GENERAL PURPOSE  
SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Budget Adjustment for Various Funds in FY20 (AF: 37-2020)  
(Chris McCartt).**

Motion/Second: George/Cooper, to pass:

**ORDINANCE NO. 6852**, AN ORDINANCE TO AMEND GENERAL PROJECT FUND,  
GENERAL FUND, GENERAL PROJECTS\_SPECIAL REVENUE FUND, AND SEWER  
PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2020; AND, TO FIX  
THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Change Meeting Date of Business Meeting of the Board of  
Mayor and Aldermen from the Third Tuesday to the Fourth Tuesday in March, 2020  
(AF: 29-2020) (Mike Billingsley).**

Motion/Second: Duncan/Olterman, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 3, 2020**

**Resolution No. 2020-130**, A RESOLUTION CHANGING THE DATE OF THE REGULAR BUSINESS MEETING OF THE BOARD OF MAYOR AND ALDERMEN IN MARCH, 2020 FROM THE THIRD TUESDAY TO THE FOURTH TUESDAY FOR MARCH, 2020

Passed: All present voting “aye.”

**2. Bid Award for the Purchase of One (1) 4X4 Extended Cab/Enclosed Utility Body** (AF: 51-2020) (Ryan McReynolds, Steve Hightower).

Motion/Second: Phillips/Cooper, to pass:

**Resolution No. 2020-131**, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF ONE 4X4 EXTENDED CAB/ENCLOSED UTILITY BODY TRUCK TO FRIENDSHIP FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

**3. Bid Award for the Purchase of Two (2) One-Ton 4X4 Stake Body Equipped Truck with Snowplow** (AF: 52-2020) (Ryan McReynolds, Steve Hightower).

Motion/Second: George/Cooper, to pass:

**Resolution No. 2020-132**, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF 2 ONE TON 4X4 STAKE BODY EQUIPPED TRUCKS WITH SNOWPLOW 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.”

**4. Renew Bid Award for the Purchase of Water & Wastewater Chemicals** (AF: 53-2020) (Ryan McReynolds).

Motion/Second: Cooper/George, to pass:

**Resolution No. 2020-133**, A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF CHLORINE TO JCI JONES CHEMICAL; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO GULBRANDSEN MANUFACTURING, INC.; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; AND FOR HYDROFLUOROSILIC ACID TO UNIVAR USA; SODIUM PERMANGANATE TO SHANNON CHEMICAL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

**5. Amend Aquatic Center Fees Outside of the Fee Resolution Schedule Due to the Timing of the Summer Operational Season at the Aquatic Center** (AF: 48-2020) (Chris McCartt).

Motion/Second: Duncan/Cooper, to pass:



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 3, 2020**

**Resolution No. 2020-134**, A RESOLUTION TO AMEND RESOLUTION NO. 2019-206 RATES, FEES AND CHARGES THEREIN ESTABLISHING FEES FOR USE OF THE KINGSFORT AQUATIC CENTER

Passed: All present voting “aye.”

**6. Assistance to Firefighters Grant (AFG) through U.S. Fire Administration of the Federal Emergency Management Administration (FEMA) Division of the Department of Homeland Security (DHS)** (AF: 59-2020) (Scott Boyd).

Motion/Second: Olterman/Phillips, to pass:

**Resolution No. 2020-135**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ASSISTANCE TO FIREFIGHTERS GRANT THROUGH THE UNITED STATES FIRE ADMINISTRATION OF THE FEDERAL EMERGENCY MANAGEMENT DIVISION OF THE DEPARTMENT OF HOMELAND SECURITY

Passed: All present voting “aye.”

**7. Acquisition of Property at 838 West Industry Drive** (AF: 57-2020) (Ryan McReynolds).

Motion/Second: George/Cooper, to pass:

**Resolution No. 2020-136**, A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY; AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT, A LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

**8. Bid Award for the Hillcrest & Allendale Water Storage Tanks Rehabilitation Project** (AF: 55-2020) (Ryan McReynolds).

Motion/Second: Duncan/George, to pass:

**Resolution No. 2020-137**, A RESOLUTION AWARDING THE BID FOR THE HILLCREST AND ALLENDALE WATER STORAGE TANK REHABILITATION TO G & L SANDBLASTING & COATINGS LLC 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.”

**9. Extend Existing Economic Development Contribution with the Kingsport Economic Development Board** (AF: 61-2020) (Chris McCartt).

Motion/Second: Olterman/George, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 3, 2020**

**Resolution No. 2020-143**, A RESOLUTION APPROVING AN AMENDMENT TO THE ECONOMIC DEVELOPMENT CONTRIBUTION AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**VII. CONSENT AGENDA.**

***(These items are considered under one motion in a roll call vote.)***

Motion/Second: George/Phillips, to adopt:

**1. Renew Agreement with Carfax to Include, in Addition to Investigative Tools, a Crash Distribution Platform** (AF: 46-2020) (David Quillin).

Pass:

**Resolution No. 2020-138** A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT WITH CARFAX FOR POLICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**2. Right-of-Way Easement with Atmos Energy Corporation** (AF: 49-2020) (Ryan McReynolds).

Pass:

**Resolution No. 2020-139**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH ATMOS ENERGY CORPORATION

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

**3. Right-of-Way Easement with Kingsport Power Company** (AF: 50-2020) (Ryan McReynolds).

Pass:

**Resolution No. 2020-140**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY

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

**4. Easement Agreement with East Tennessee Natural Gas Company** (AF: 54-2020) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 3, 2020**

Pass:

**Resolution No. 2020-141**, A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH EAST TENNESSEE NATURAL GAS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

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

**5. Authorize Certification of Local Government Approval for Family Promise of Greater Kingsport's 2020 Emergency Solutions Grant Application (AF: 60-2020) (Ken Weems).**

Pass:

**Resolution No. 2020-142**, A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO CERTIFY LOCAL GOVERNMENT APPROVAL FOR THE NON-PROFIT ORGANIZATION OF FAMILY PROMISE OF GREATER KINGSPORT 2020 EMERGENCY SOLUTIONS GRANT

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

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. McCartt congratulated Adrienne Batara for receiving the Census grant and Hannah Purdy for the Farmer's Market website and social media receiving first place. He also recognized Nashville and middle Tennessee, noting they have a lot of work ahead in the wake of the recent tornado. All of the aldermen echoed these sentiments and expressed their sympathies.
- B. MAYOR AND BOARD MEMBERS.** Alderman Phillips commented on the homeless article in the Tennessee Town and City, noting Jon and Erin had been working for about 60 days. Alderman Olterman recognized Lynn Johnson and also noted Dobyns Bennett and Sullivan South still playing. Alderman Duncan commented on the upcoming census and encouraged everyone to shop local during the upcoming sip and stroll. Alderman Cooper gave details on the upcoming mission celebration at First Broad Street Methodist and also the Isaiah 1:17 House. Vice-Mayor George noted the Home Builders Show was this coming weekend at Meadowview. Mayor Shull mentioned the upcoming Book Fair.
- C. VISITORS.** Carolyn Gibbons and Lou Ann White made comments.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 3, 2020**

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:47 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Special Called Joint Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Board of Education, Kingsport City Schools  
Tuesday, March 10, 2020, 4:00 PM  
Tennessee Room – Chamber of Commerce

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull

Vice-Mayor Colette George

Alderman Jennifer Adler

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

Board of Education

President Carrie Upshaw

Vice-President Eric Hyche

Julie Byers

Todd Golden

Jim Welch

**1. CALL TO ORDER**

**2. ITEMS FOR DISCUSSION**

- **Historical Reflection** Dr. Jeff Moorhouse, Superintendent, gave a brief introduction and pointed out that one year from June we be acquiring Sullivan North. Andy True then provided some historical data for newer board members, highlighting the collective needs of the community that put on us on the parallel track we are now on. He described the capacity issues at Dobyys Bennett, too much space in Sullivan County classes and then provided details on the facilities plan from 2014.
- **DeJong-Richter Recommendations** There where three phases of the recommneded plan and we are currently in phase one. This phase included the Science and Technology addition at Dobyys Bennett as well as the purchas of Sullivan North which are both complete. Still to come on this phase is the renovating and repurposing at DB and DB Excel which is still ongoing. Once Sullivan North is completed and repurposed as a middle school, renovating Sevier as an elementary school and closing Jackson Elementary, the oldest and most outdated building in the school system. Phases two and three included new construction of both a middle and an elementary school.
- **Request for Qualifications (RFQ)** Dr. Moorhouse asked for guidance on how to proceed on the RFQs that were scheduled to go out. The BMA expressed concern that price of \$1.5 million for the purchase of North was not all inclusive as originally presented last year. Both boards agreed that real numbers were needed in order to move forward and complete phase one and have construction crews ready when we get the keys to be prepared for the 2021-2022 school year.

**Minutes of the Special Called Joint Work Session of the  
Board of Mayor and Aldermen and the Board of Education  
City of Kingsport, Tennessee, Tuesday, March 10, 2020**

- **Path Forward** There was considerable discussion. Members of both boards were in agreement that at this time, phases two and three of the original study were practically nonexistent. When phase one was completed, there would be a need for a new study at that point to see if the needs were even still the same at that time. A consistent and clear communication strategy was deemed necessary so the public would be aware of what is happening and how the project is progressing as it goes along.

**3. ADJOURNMENT.** The meeting was adjourned at 5:50 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor





## AGENDA ACTION FORM

### Budget Adjustment Ordinance for the Water and Sewer Project Funds in FY20

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

Action Form No.: AF-41-2020  
 Work Session: March 23, 2020  
 First Reading: March 24, 2020

Final Adoption: April 7, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

That the Water Project Fund be amended by transferring \$148,400 from the Chemical Feed project (WA1900) and \$158,600 from the Water System Improvements PH4 project (WA1909) to the Fire Protection Upgrades project (WA1902) and by transferring \$125,000 from the Chemical Feed project (WA1900) to the WTP High Service Imp project (WA2007).

That the Sewer Project Fund be amended by accepting transferring \$300,000 from the System Improvements SLS project (SW2005) and \$387,000 from the Sherwood Dr. Prop Purchase project (SW2001) to the WWT MMC Replacements project (SW1800).

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO.

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

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

SECTION I. That the Water Project Fund be amended by transferring \$148,400 from the Chemical Feed project (WA1900) and \$158,600 from the Water System Improvements PH4 project (WA1909) to the Fire Protection Upgrades project (WA1902) and by transferring \$125,000 from the Chemical Feed project (WA1900) to the WTP High Service Imp project (WA2007).

SECTION II. That the Sewer Project Fund be amended by accepting transferring \$300,000 from the System Improvements SLS project (SW2005) and \$387,000 from the Sherwood Dr. Prop Purchase project (SW2001) to the WWT MMC Replacements project (SW1800).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 451: Water Project Fund</u></b>			
<b><u>WTP Chemical Feed (WA1900)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-48 GO Bonds Series 2018 B	1,600,000	(273,400)	1,326,600
<b><i>Totals:</i></b>	<b>1,600,000</b>	<b>(273,400)</b>	<b>1,326,600</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	5,000,000	(273,400)	4,726,600
<b><i>Totals:</i></b>	<b>5,000,000</b>	<b>(273,400)</b>	<b>4,726,600</b>
<b><u>Water System Improvements PH4 (WA1909)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	745,000	(158,600)	586,400
<b><i>Totals:</i></b>	<b>745,000</b>	<b>(158,600)</b>	<b>586,400</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.90-03 Improvements	1,132,501	(158,600)	973,901
<b><i>Totals:</i></b>	<b>1,132,501</b>	<b>(158,600)</b>	<b>973,901</b>

**Fire Protection Upgrades (WA1902)****Revenues:**

451-0000-391.05-47 Series 2017 B GO Bonds	\$ 58,502	\$ 158,600	\$ 217,102
451-0000-391.05-48 GO Bonds Series 2018 B	1,442,000	148,400	1,590,400
<b>Totals:</b>	<b>1,500,502</b>	<b>307,000</b>	<b>1,807,502</b>

**Expenditures:**

451-0000-605.20-23 Arch/Eng/Landscaping Serv	\$ 190,000	\$ 158,600	\$ 348,600
451-0000-605.90-03 Improvements	1,305,502	148,400	1,453,902
<b>Totals:</b>	<b>1,495,502</b>	<b>307,000</b>	<b>1,802,502</b>

**WTP High Service Imp (WA2009)****Revenues:**

451-0000-391.05-48 GO Bonds Series 2018 B	\$ 0	\$ 125,000	\$ 125,000
<b>Totals:</b>	<b>0</b>	<b>125,000</b>	<b>125,000</b>

**Expenditures:**

451-0000-605.90-03 Improvements	\$ 0	\$ 125,000	\$ 125,000
<b>Totals:</b>	<b>0</b>	<b>125,000</b>	<b>125,000</b>

**Fund 452: Sewer Project Fund****Sherwood Dr. Property Purchase (SW2001)****Revenues:**

452-0000-391.05-56 Series 2019 GO Improvmnt	\$ 387,000	\$ (387,000)	\$ 0
<b>Totals:</b>	<b>387,000</b>	<b>(387,000)</b>	<b>0</b>

**Expenditures:**

452-0000-606.90-01 Land	\$ 387,000	\$ (387,000)	\$ 0
<b>Totals:</b>	<b>387,000</b>	<b>(387,000)</b>	<b>0</b>

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

452-0000-391.05-56 Series 2019 GO Improvmnt	\$ 300,000	\$ (300,000)	\$ 0
<b>Totals:</b>	<b>300,000</b>	<b>(300,000)</b>	<b>0</b>

**Expenditures:**

452-0000-606.20-23 Arch/Eng/Landscaping Serv	\$ 40,000	\$ (40,000)	\$ 0
452-0000-606.90-03 Improvements	260,000	(260,000)	0
<b>Totals:</b>	<b>300,000</b>	<b>(300,000)</b>	<b>0</b>

**WWTP MMC Replacements (SW1800)**

**Revenues:**

	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	2,340,000	687,000	3,027,000
<b><i>Totals:</i></b>	<b>2,340,000</b>	<b>687,000</b>	<b>30,270,000</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	328,136	687,000	1,015,136
<b><i>Totals:</i></b>	<b>328,136</b>	<b>687,000</b>	<b>1,015,136</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
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

### **Budget Adjustment Ordinance for Various Project Funds in FY20**

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

Action Form No.: AF-56-2020  
 Work Session: March 2, 2020  
 First Reading: March 3, 2020

**Final Adoption: March 24, 2020**  
 Staff Work By: Morris  
 Presentation By: McCartt

### **Recommendation:**

Approve the Ordinance.

### **Executive Summary:**

The General Project-Special Revenue Fund will be amended by appropriating grant funds received from the State of Tennessee, through its commission on Aging and Disability, in the amount of \$100,000. The State of Tennessee awards Fifty-Forward grant funding to Senior Centers accredited by the National Institute of Senior Centers. In December 2019, the NISC granted accreditation to both Lynn View Community Center and the Renaissance Center for five years. Each location, therefore has received \$50,000.

The Water Project Fund will be amended by transferring \$8,000 from the Tri County Tank Replacement project (WA1705) and \$222,000 from the WTP Chemical Feed project (WA1900) to the Tank Rehabilitation project (WA2000) for the rehabilitation of Hillcrest and Allandale water storage tanks.

### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: *[Signature]*

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

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



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for Various Project Funds in FY20

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

Action Form No.: AF-56-2020  
 Work Session: March 2, 2020  
 First Reading: March 3, 2020

Final Adoption: March 24, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The General Project-Special Revenue Fund will be amended by appropriating grant funds received from the State of Tennessee, through its commission on Aging and Disability, in the amount of \$100,000. The State of Tennessee awards Fifty-Forward grant funding to Senior Centers accredited by the National Institute of Senior Centers. In December 2019, the NISC granted accreditation to both Lynn View Community Center and the Renaissance Center for five years. Each location, therefore has received \$50,000.

The Water Project Fund will be amended by transferring \$8,000 from the Tri County Tank Replacement project (WA1705) and \$222,000 from the WTP Chemical Feed project (WA1900) to the Tank Rehabilitation project (WA2000) for the rehabilitation of Hillcrest and Allandale water storage tanks.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

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

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



ORDINANCE NO.

PRE-FILED  
CITY RECORDER

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

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the State of Tennessee to the Fifty Forward Lynn View project (NC2016) in the amount of \$50,000 and to the Fifty Forward Senior Cntr project (NC2017) in the amount of \$50,000.

SECTION II. That the Water Project Fund be amended by transferring \$8,000 from the Tri County Tank Replacement project (WA1705) and \$222,000 from the WTP Chemical Feed project (WA1900) to the Tank Rehabilitation project (WA2000).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Projects-Special Revenue Fund: 111</u></b>			
<b><u>Fifty Forward Lynn View (NC2016)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-332.48-10 Fifty Forward	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Fifty Forward Senior Cntr (NC2017)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-332.48-10 Fifty Forward	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Water Project Fund: 451</u></b>			
<b><u>Tri County Tank Replacement (WA1705)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-45 Series 2016 GO (Nov 4)	600,000	(8,000)	592,000
<b>Totals:</b>	<b>600,000</b>	<b>(8,000)</b>	<b>592,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	100,000	(50,173)	49,827
451-0000-605.90-03 Improvements	570,000	42,173	612,173
<b><i>Totals:</i></b>	<b>670,000</b>	<b>(8,000)</b>	<b>662,000</b>

**WTP Chemical Feed (WA1900)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-48 GO Bonds Series 2018 B	1,600,000	(222,000)	1,378,000
<b><i>Totals:</i></b>	<b>1,600,000</b>	<b>(222,000)</b>	<b>1,378,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	5,000,000	(222,000)	4,778,000
<b><i>Totals:</i></b>	<b>5,000,000</b>	<b>(222,000)</b>	<b>4,778,000</b>

**Tank Rehabilitation (SW2052)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-45 Series 2016 GO (Nov 4)	0	8,000	8,000
451-0000-391.05-48 GO Bonds Series 2018 B	0	222,000	222,000
<b><i>Totals:</i></b>	<b>0</b>	<b>230,000</b>	<b>230,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	0	230,000	230,000
<b><i>Totals:</i></b>	<b>0</b>	<b>230,000</b>	<b>230,000</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

\_\_\_\_\_  
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 CSX Transportation (CSXT) for the Main Street Redevelopment Project

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

Action Form No.: AF-58-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Michael Thompson  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The City entered into a professional services agreement with Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) for professional design services associated with Main Street Redevelopment (AF-10-2017). These services include survey, environmental clearance, construction drawings, specifications, and contract documents for the project. Main Street redevelopment consists of resurfacing, curb and sidewalk improvements, utility upgrades, additions of bulbouts, ADA enhancements, and specific areas of subgrade repair and rebuild.

As we proceed with the development of the street rebuild and streetscape on Main Street, (at grade DOT 243974E Milepost Z-94.45 Florence Zone, Kingsport Subdivision) CSXT will need to review and approve the construction documents for this project. It is recommended to enter into an agreement with CSXT, Inc. as the first step of the city facilitating the development of the Main Street Redevelopment Project in an estimated amount of \$10,000.00 for this project. Funding is available and identified in GP1516.

#### **Attachments:**

1. Resolution
2. Agreement

Funding source appropriate and funds are available: *AM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *20*

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A PRELIMINARY ENGINEERING AGREEMENT WITH CSX TRANSPORTATION, INC. 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 is working on the Main Street Redevelopment project, which includes the street rebuild and streetscape on Main Street; and

WHEREAS, part of the project includes property owned by CSX Transportation, Inc.; and

WHEREAS, staff recommends entering into a preliminary engineering agreement with CSX Transportation, Inc. to facilitate the development of the Main Street Redevelopment Project; and

WHEREAS, the cost associated with the agreement is \$10,000.00 and funds are available in GP1516.

Now therefore,

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

SECTION I. That a preliminary engineering agreement with CSX Transportation, Inc. for the Main Street Redevelopment Project, 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 preliminary engineering agreement with CSX Transportation, Inc. for the Main Street Redevelopment Project 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:

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and the City of Kingsport, a body corporate and political subdivision of the State of Tennessee ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed Street Rebuild and Streetscape on Main Street, Kingsport, Sullivan County, Tennessee at grade CSXT DOT 243974E Milepost Z-94.45 Southern Zone, Kingsport Subdivision (the "Project").
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work
  - 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans,

specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "Engineering Work"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.

1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "Plans"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "Reimbursable Expenses").

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately \$10,000.00 (the "Estimate" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.2.1. Payment Terms.

3.2.2. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in CSXT Schedule PA attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.2.3. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.2.4. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.3. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.  
500 Water Street, J-301  
Jacksonville, Florida 32202  
Attention: Director Project Management- Public Projects

If to Agency:

City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660  
Attention: Michael Thompson

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.

10. Applicable Law. This Agreement shall be governed by the laws of the State of Tennessee, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in State and Federal Court for Kingsport, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated for Kingsport, Sullivan County, Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

[Acknowledgements Deleted for Inclusion in this Resolution]



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

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

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

ADOPTED this the 24th day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## **PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this "**Agreement**") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and the City of Kingsport, a body corporate and political subdivision of the State of Tennessee ("Agency").

### **EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the development of the proposed Street Rebuild and Streetscape on Main Street, Kingsport, Sullivan County, Tennessee at grade CSXT DOT 243974E Milepost Z-94.45 Southern Zone, Kingsport Subdivision (the "**Project**").
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### **1. Scope of Work**

- 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. **Project Construction.** Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld

for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$10,000.00** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the

entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

Project: Kingsport, Sullivan County, TN  
Main Street Rebuild and Streetscape  
DOT 243974E, Kingsport Subdivision MP Z-94.45  
OP No. TBD

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J-301  
Jacksonville, Florida 32202  
Attention: Director Project Management – Public Projects

If to Agency: City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660  
Attention: Michael Thompson

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
10. Applicable Law. This Agreement shall be governed by the laws of the **State of Tennessee**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in State and Federal Court for Kingsport, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated for Kingsport, Sullivan County, Tennessee.

Project: Kingsport, Sullivan County, TN  
Main Street Rebuild and Streetscape  
DOT 243974E, Kingsport Subdivision MP Z-94.45  
OP No. TBD

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**CITY OF KINGSPORT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_

Print Name: Tony Bellamy

Title: Director Project Management-Public Projects

**CSXT Schedule PA**  
**PAYMENT SUBMISSION FORM**

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Project Description: **Kingsport, Sullivan County, TN – Main St Rebuild and Streetscape at grade DOT 243974E MP Z-94.45**

CSXT OP# \_\_\_\_\_ (To be filled in by CSXT)

\*\*\*\*\*  
Mail this form, along with the payment to the following address:

**CSX Transportation, Inc.**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

\*\*\*\*\*  
Send a photocopy of the check and this form via email/mail to:

**Todd Allton**  
**Project Manager - Public Projects**  
**CSX Transportation**  
**1590 Marietta Blvd NW**  
**Atlanta GA 30318**  
**[Todd.Allton@csx.com](mailto:Todd.Allton@csx.com)**

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**Payment due prior to work commencing**

\*\*\*\*\*  
(All information below to be completed by Agency providing Payment)

Payment Date

Payment Amount

Check No.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

CSX TRANSPORTATION – NEW PROJECT INITIATION FORM			
Please provide the following information so that CSXT is able to accurately and appropriately process the project setup and billing.			
Is this project associated with Federal funds?	YES		
Is this project associated with State funds?	YES		
Please describe the funding source for this project (i.e. INFRA, Section 130, State, County, Private, etc.).	80% Federal, 20% State		
Project Requirements:	<input checked="" type="checkbox"/> Buy America <input type="checkbox"/> Additional procurement restrictions (Please describe below): <input checked="" type="checkbox"/> State Suspended and Debarred (Note: All federally funded projects are already precluded against the federal sus/deb listings) <input checked="" type="checkbox"/> Davis-Bacon (Please only check this box if to be a construction project that may be performed by an outside party) <input type="checkbox"/> CSX is subject to a state single audit as a recipient or subrecipient of funds (The state statute that should apply here are H.R. 11111 must provide completion form DFH-A2-NS.)		
Only complete this section if this project is associated with Federal and/or State funds.	<input type="checkbox"/> Other		
Project Sponsor Bill To Information			
Agency - Sponsor:	City of Kingsport		
Billing Address:	225 West Center Street Kingsport, Tennessee 37660		
Contact Name:	Michael Thompson		
Phone:	423.224.2748		
E-mail:	michaelthompson@kingsporttn.gov		
Project Location:	Kingsport, Tennessee		
Project Description:	Main Street Rebuild and Streetscape		
Sponsor Project Ref. Number (If applicable)	PIN:123325.00		
Signature of Applicant*			
Please sign, and e-mail this form to the authorized CSX representative.			
Name and Title of Applicant			
Signature of Applicant		Date:	
<p>*By signing this form you are authorizing CSXT to incur costs and bill against this project. Should the project be canceled, CSXT will bill the Project Sponsor for the incurred costs. In the event the Project Sponsor is unresponsive for 90 days or more, the project will be closed; and the Project Sponsor will be final billed for all project costs incurred.</p>			





## AGENDA ACTION FORM

### Authorize Utilizing the State Contract for Purchasing Mobile Services & Devices from Verizon Wireless

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

Action Form No.: AF-72-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Hite & Harrison  
 Presentation By: Chief D. Quillin

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The City & Schools have utilized Verizon Mobile Services & Devices via the State of Tennessee Contract for many years. The state contract for mobile services recently expired and was re-bid and awarded to Verizon Wireless under contract # 32110-32711.

The review committee has determined that the City would benefit from this new contract and is requesting that the BMA approve its usage. The estimated annual cost for city and schools is \$275,000 for mobile services and devices.

Funding is identified in various department accounts for telephone services.

#### Attachments:

1. Resolution
2. User Agreement
3. Recommendation Memo

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO PURCHASE THE MOBILE SERVICES AND DEVICES FROM VERIZON WIRELESS, UTILIZING THE STATE OF TENNESSEE CONTRACT# 32110-32711 AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to T.C.A. § 12-3-1201, city and school systems would like to purchase the Verizon mobile services and devices utilizing the State of Tennessee Contract# 32110-32711; and

WHEREAS, the estimated annual cost for city and schools is \$275,000.00; and

WHEREAS, funding is identified in various department accounts for telephone services.

Now therefore,

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

SECTION I. That the purchase of the Verizon mobile services and devices utilizing the State of Tennessee Contract # 32110-32711 is approved and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 24th day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Cellco Partnership d/b/a Verizon Wireless (“Vendor”) and the State of Tennessee, Department of General Services, Central Procurement Office have entered into a contract for Cellular Devices, other Devices, Services, Accessories and Business Solutions with an effective date of November 1, 2019 (together with any and all amendments and/or addenda thereto the “Contract”). Pursuant to the Contract, (City of Kingsport )a Tennessee State governmental entity; Tennessee local governmental agency; member of the University of Tennessee or Tennessee Board of Regents systems; private not-for-profit institution or higher education chartered in Tennessee; or any corporation which is exempted from taxation under 26 U.S.C. Section 501c (3), as amended and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tennessee Code Ann. 33-2-10001), is eligible to participate under the Contract as an authorized user (“Authorized User”). Authorized User and Vendor may be referred to herein individually as “Party” and collectively as “Parties.” All capitalized terms not defined herein shall have the meaning provided in the Contract.

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the “User Agreement”), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions. Any online Verizon “Terms of Service” do not apply to purchases made under the Contract.

Furthermore, the Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, User Agreement, and any and all amendments, addenda and schedules thereto, as well as the terms and conditions of all plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract and this User Agreement. By placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Verizon Wireless to the State of Tennessee, Department of General Services, Central Procurement Office or its designee, upon the State of Tennessee, Department of General Services, Central Procurement Office request or as part of a contractual reporting requirement to the State of Tennessee, of its Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this User Agreement and the Contract;
- (5) This User Agreement will be effective when executed by the Authorized User and accepted by Vendor;
- (6) Authorized User acknowledges and agrees that the State of Tennessee, Department of General Services, Central Procurement Office (or successor agency) and Vendor may modify the Contract at any time and Authorized User shall be subject to all of the terms and conditions set forth in the Contract as so modified, and agrees to be bound by such modifications. If Vendor and the State of Tennessee execute a new agreement that supersedes the Contract, any User Agreement previously entered into under the Contract that is still in effect shall be deemed subject to the new agreement. Authorized User will ensure that wireless services and products purchased under the Contract via this User Agreement will only be used for government, not-for-profit or private education business;
- (7) The undersigned is duly authorized by the Authorized User to designate the individual(s) (the “Authorized Contacts”) set forth below who are authorized to access the Authorized User’s account, established pursuant to

- this User Agreement, to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, and the Contract;
- (8) The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User's agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between State of Tennessee and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract and this User Agreement, and may not modify the price for any wireless services and products;
- (9) Applications added by device manufacturers or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Vendor. It is the responsibility of the Authorized User to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Vendor does not make any representations or guarantees that these products meet any contract security requirements;
- (10) Vendor requires that an authorized representative of Authorized User approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by the User Agreement to include access to the account, ability to purchase equipment, add lines of service, cancel service, and make changes to the account that financially bind the Authorized User ("Authorized User Subscriber billed lines"). Authorized User billed lines of service are billed under the "Authorized User Name" and "Authorized User Federal Tax ID". At the request of the Authorized Contact, monthly billing for Authorized User billed lines of service can be sent to the Authorized User address. . By completing Schedule 'A' - "Request for Authorized Contact" and signing this form you have certified that you have the authority to bind the Authorized User to the terms of this User Agreement, including any financial terms.
- (11) The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, make changes to the account and to sign a Vendor customer service order for Authorized User billed lines of cellular and paging service. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.

**Schedule 'A' – "Request for Authorized Contact" - List below the employee(s) that you are designating as Authorized Contact(s).**

Print Name: Richie Hite	Print Name: Todd Harrison
Title: Technical Services Coordinator	Title: Lieutenant
Office Phone: 423-224-2404	Office Phone: 423-229-9358
Cell Phone: 423-742-1064	Cell Phone: 423-534-9194
Email Address: richiehite@kingsporttn.gov	Email Address: toddharrison@kingsporttn.gov

**Schedule 'B' – "Eligible Entity Information" - Enter below the Eligible Entity's information.**

**Participation Eligibility – check only one box (REQUIRED):**

1. **Tennessee State Agency:**  
 (e.g., Tennessee Department of Health, etc.)
2. **Tennessee Local Governmental Agency:**  
 (e.g., Anderson County, etc.)
3. **Member of the University of Tennessee or Tennessee Board of Regents system:**  
 (e.g., Middle Tennessee State University, etc.)
4. **Private nonprofit institution of higher education chartered in Tennessee:**  
 (e.g., King University, etc.)
5. **Corporation which is exempted from taxation under 26 U.S.C. Section 501c(3):**

Questions regarding your organization's eligibility to purchase from this Contract may be directed to State of Tennessee, Department of General Services, Central Procurement Office at (615) 741-1035 or  
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/contract-information.html>

**Verizon Wireless Information to be completed by Account Manager.**

Account Representative Name: Carol Johnston

Account Representative Address/Location:  
 408 North Cedar Bluff Road Knoxville, TN 37923

Manager Name:  
 Thomas Greene

Account Numbers:  
 0423620971, 0407635960,

Add Domain(s): @KingsportTN.gov

Existing <b>Employee</b> Profile: 1034815	Existing <b>Corporate</b> Profile: 577121	Or Create <b>New</b> Profile (check only <u>1</u> box below):
		<b>Corporate</b> Only:
		<b>M2M</b> Only:
		<b>Corporate &amp; M2M:</b>
		<b>Employee</b> Only:
		<b>Corporate &amp; Employee:</b>
		<b>Corporate, Employee &amp; M2M:</b>

In no event will Vendor or the State of Tennessee be liable for any indirect, special, consequential incidental, or punitive damages, however caused, which arise out of any act or failure to act relating to this User Agreement,

even if such party has been advised of the claim or potential claim or the possibility of such damages. This Agreement and the Contract set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersede any and all previous communications, representations or agreements, whether oral or written. If any provision of the User Agreement or Contract conflicts with the law under which the agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with such applicable law. The remainder of the agreement shall remain in full force and effect.

**The Authorized User represents and warrants that: (a) it has received or read a copy of the Contract; (b) the execution, delivery and performance of this Authorized User Agreement has been duly authorized by all necessary action to the extent applicable; and (c) the person signing this Agreement is duly authorized to execute this Agreement and bind the Authorized User.**

**Agreed and Accepted:**

**Authorized User:**

**Signature:**

**Printed Name:**

**Title:**

**Date:**



# KINGSPORT POLICE DEPARTMENT

## MEMORANDUM

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**TO: Mr. Brett Morelock, Purchasing Manager**

**FROM: Richie Hite, Technological Service Coordinator** 

**RE: Renewing Verizon State of Tennessee Contract**

**DATE: March 12, 2020**

---

**Thank you for all you do for the City of Kingsport.**

**We would like to express our support for renewing the contract with Verizon Wireless. Mrs. Carol Johnston, Advanced Data Solutions Manager for Federal and Local Government Accounts for Verizon has been a pleasure to work with and continually on a monthly basis meets with me to try to locate ways to reduce our bill. She is constantly working to ensure that we are getting the best service and support for our employees.**

**Verizon Wireless is a proven company that has provided exceptional service and support through the history of our working partnership. All of which have been done at a reasonable cost for their service and support we receive.**

**We are recommending that this contract be renewed at this time.**





## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of One (1) Track Excavator 10K

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

Action Form No.: AF-68-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on February 18, 2020 for the purchase of One (1) Track Excavator 10K for use by the Public Works Streets & Sanitation Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 2, 2020 and placed on our website for 16 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid from Kubota of Kingsport for One (1) Kubota KX057-4 as follows:

\$62,029.09	Unit Cost
\$8,735.45	Option A
<u>\$1,935.45</u>	Option B
\$72,699.99	Total Purchase Price

These units are fleet additions.

Funding is identified in Project/Account # GP2015 31100006019006.

#### Attachments:

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

Funding source appropriate and funds are available: *[Signature]*

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

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
ONE TRACK EXCAVATOR 10K TO KUBOTA OF KINGSPORT  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened February 18, 2020, for the purchase of one (1) track excavator 10K for use by the Public Works Streets & Sanitation Department; and

WHEREAS, upon review of the bids, the board finds Kubota of Kingsport is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) Kubota KX057-4 track excavator from Kubota of Kingsport, at a total purchase cost of \$72,699.99, which includes options A and B; and

WHEREAS, funding is identified in GP2015 31100006019006.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) Kubota KX057-4 track excavator at a total purchase cost of \$72,699.99, which includes options A and B, is awarded to Kubota of Kingsport, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 24th day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
February 18, 2020  
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:

TRACK EXCAVATOR 10K						
Vendor:	Unit Cost:	Alternate A:	Alternate B:	Delivery Time:	Make/Model:	Comments:
Heavy Machines, Inc.	\$57,800.00	\$7,650.00	\$2,000.00	30 Days	Yanmar VI055-6A	N/A
Stowers Machinery	\$62,000.00	\$9,845.00	\$2,145.00	30 Days	Cat 305E2 CR	N/A
Bobcat of Mountain Empire	\$54,567.00	\$5,800.00	\$3,645.00	60-75 Days	Bobcat E42R2	N/A
Kubota of Kingsport	\$62,029.09	\$8,735.45	\$1,935.45	30 Days	Kubota KX057-4	Was opened in Purchasing Office because it was left behind by mistake.

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

## Equipment Vendors

E-mail address	Business
chrism@etra.biz	Bobcat of the Mountain Empire
boonescreek@aol.com	Boones Creek Outdoor Equip
rob@ciequipment.com	Carolina Industrial Equipment
cmiequip@bellsouth.net	CMI Equip
jcox1956@yahoo.com	Cox Tractor
dce1@bellsouth.net	Dickson County Equip
dsluder74@yahoo.com	Greenville Turf & Tractor
tip@kubotaofkingsport.com	Kubota
sallie@ciequipment.com	Carolina Industrial Equipment
tina.eldridge@westhillstractor.com	West Hills Tractor
cory@pweasi.com	Public Works Equipment
matt_mcqueen@bramco.com	Power Equipment
jredman@meadetractor.com	Meade Tractor
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
tip@kubotaofkingsport.com	Kubota
dtipton@kubotaofkingsport.com	Dorothy Tipton-Kubota
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
dhigdon@stowerscat.com	Stowers



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport, Tennessee

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**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Greg Willis, Streets Supervisor  
Adam Williams, Street Maintenance Foreman  
Steve Hightower, Fleet Manager  
**Date:** February 28, 2020  
**Re:** Public Works Department Track Excavator Purchase Recommendation

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The Public Work Department Committee has reviewed the bid documents for the purchase of the Streets and Sanitation Departments concrete crew track excavator. It is the Committee's recommendation to purchase the compliant bid of the following vendor and to further request Options A "Hammer" and B "Hydraulic Thumb" be included with the purchase.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	Kubota KX057-4	Kubota of Kingsport	2.7 GPH

#### **Compliant Bidder**

The compliant bid offering of Kubota of Kingsport is compliant to the majority of the minimum specification requirements outlined in the bid document. The lower bid offerings of Heavy Machines, Inc. and Bobcat of the Mountain Empire were not compliant in critical areas to the minimum specifications.

Bobcat of the Mountain Empire offered a unit that had a 4,767 lbs. lift capacity which was less than the minimum specification of 5,100 lbs. Additionally, Bobcat's main boom and arm pins were smaller diameter than specified. Minimum specifications require a 3" diameter main boom pin and 2¾" main boom tip arm pin. 2" diameter pins were offered. This smaller diameter indicates that the Bobcat equipment offering is less heavy duty than minimum specifications require.

The Heavy Machines offering included only two transport modes in the transmission power train when the minimum specification requires the transmission to have three power transport modes and a work transport mode. Additionally, the Heavy Machines offering did not supply the correct number of work lights and the bucket cutting edge attachment method is incorrect.

#### **Delivery and Compliance**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery for this unit is 30 days and 10 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed for non-compliance.

### **Fuel Economy Improvement**

00%

No fuel economy improvements would be realized. This unit will be an addition to the fleet.

### **Trade In(s)**

- a. Not Applicable

### **Origin/ Dealer Information**

#### 2. New Unit(s) Origin of Manufacture:

- a. Excavator – Osaka, Japan
  - i. 5 % Domestic/ 95 % Foreign Materials

#### 3. New Unit(s) Purchase Dealer:

- a. Excavator – Kubota of Kingsport – Kingsport, TN

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

Thank you.



Picture for demonstration purposes only and is not the exact product being purchased.

---

**From:** Willis, Greg

**Sent:** Tuesday, February 25, 2020 4:23 PM

**To:** Williams, Adam <AWilliams@KingsportTN.gov>; Hightower, Steve <SteveHightower@KingsportTN.gov>

**Cc:** Willis, Greg <GregWillis@KingsportTN.gov>

**Subject:** RE: 10k Excavator

Steve I am in agreement with Kubota being awarded the bid.



**Greg Willis**

City of Kingsport  
Streets Supervisor

(423) 229-9493 Work

(423) 341-5761 Mobile

[willis@ckingsport.tn.us](mailto:willis@ckingsport.tn.us)

609 Industry Dr. Kingsport Tn. 37660

**From:** Williams, Adam

**Sent:** Tuesday, February 25, 2020 4:21 PM

**To:** Hightower, Steve <[SteveHightower@KingsportTN.gov](mailto:SteveHightower@KingsportTN.gov)>

**Cc:** Willis, Greg <[GregWillis@KingsportTN.gov](mailto:GregWillis@KingsportTN.gov)>

**Subject:** 10k Excavator

Steve,

After reviewing bid submissions on 10k excavator Kubota of Kingsport is the lowest compliant bidder. We recommend to award them with bid. Thanks



**Adam Williams**

**Street Maintenance Foreman**

423-224-2671 (Office)

423-302-9998 (Cell)

<mailto:awilliams@kingsporttn.gov>





## AGENDA ACTION FORM

### Approve an Amendment to the Permanent Easement Agreement with Kingsport Hotel, LLC

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

Action Form No.: AF-78-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Sid Cox / Mike Billingsley  
 Presentation By: Chris McCartt

### Recommendation:

Approve the Resolution.

### Executive Summary:

The City has a permanent easement agreement with Kingsport Hotel, LLC related to the operation of the MeadowView Conference, Resort and Convention Center, which was last amended by the BMA in December 2016. From time to time, it is necessary for the City and Kingsport Hotel, LLC to review and make adjustments to this agreement, when it is in the best interest of the Meadowview property.

Based upon the 2016 amendment, the City is currently receiving 2% of room revenue fees calculated on the "modified monthly gross room revenues" (defined in a previous amendment), which began on January 1, 2018. The attached proposed amendment, a copy of which is set out in the resolution, modifies the calculation to be based upon 2% of the "gross room revenue" for a 3 year period beginning January 1, 2020 and ending December 31, 2022. Beginning January 1, 2023, the calculation will revert back to the "modified monthly gross room revenues", absent any mutual written agreement to further modify the percentage fee.

### Attachments:

1. Resolution
2. Agreement

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDMENT TO THE PERMANENT EASEMENT AGREEMENT WITH KINGSPORT HOTEL, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENT NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT TO THE AGREEMENT

WHEREAS, the city has a permanent easement agreement with Kingsport Hotel, LLC pertaining to the MeadowView Conference, Resort and Convention Center; and

WHEREAS, the city currently receives a percentage of the "modified monthly gross room revenues" from the hotel operation due to a December, 2016 amendment to the permanent easement agreement; and

WHEREAS, the amendment as set out below will modify the calculation to be based on 2% of the "gross room revenue" for a 3 year period, and after January 1, 2023 will revert back to the "modified monthly gross room revenues" unless the parties mutually agree otherwise.

Now, therefore,

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

SECTION I. That an amendment to the permanent easement agreement with Kingsport Hotel, LLC pertaining to the fee for gross room revenue paid to the city 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, an amendment to the permanent easement agreement with Kingsport Hotel, LLC and all other documents necessary and proper to effectuate the purpose of the amendment, said amendment being generally as follows:

Amendment to Permanent Easement

This amendment further amends the Permanent Easement Agreement, dated January 31, 1995, as previously amended (the "Agreement"), by and between Kingsport Hotel L.L.C. (the "Owner") and the City of Kingsport, Tennessee (the "City").

The Owner and the City agree to amend the Agreement as follows:

1. For a 3 year period effective January 1, 2020, and ending December 31, 2022, the Percentage Fee (as set out in section 6.1) shall be 2% of gross room revenue based on occupancy of up to 305 rooms. Absent any mutual written agreement to further modify the Percentage Fee and beginning January 1, 2023, the Percentage Fee will revert to 2% of the Modified Gross Room Revenues as that term is described in a prior amendment dated May 26, 2011.

2. No other amendment is intended or implied.

Agreed to as of the date of the last signature:

[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 24th day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## Amendment to Permanent Easement

This amendment further amends the Permanent Easement Agreement, dated January 31, 1995, as previously amended (the "Agreement"), by and between Kingsport Hotel L.L.C. (the "Owner") and the City of Kingsport, Tennessee (the "City").

The Owner and the City agree to amend the Agreement as follows:

1. For a 3 year period effective January 1, 2020, and ending December 31, 2022, the Percentage Fee (as set out in section 6.1) shall be 2% of gross room revenue based on occupancy of up to 305 rooms. Absent any mutual written agreement to further modify the Percentage Fee and beginning January 1, 2023, the Percentage Fee will revert to 2% of the Modified Monthly Gross Room Revenues as that term is described in a prior amendment dated May 26, 2011.
2. No other amendment is intended or implied.

Agreed to as of the date of the last signature:

---

Kingsport Hotel L. L. C.

Officer Title and Date

---

City of Kingsport, Tennessee

Executive Title and Date



## AGENDA ACTION FORM

### **Purchase Additional School Bus from Mid-South Bus Center Based on Bids Previously Awarded by Board of Mayor and Aldermen**

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

Action Form No.: AF-73-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Committee  
 Presentation By: Steve Hightower

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Per the Terms & Conditions included in vehicle and equipment bid specifications, the City of Kingsport has the option to purchase additional vehicles and equipment based on the pricing and specifications submitted for a period of twelve months after award of the bid. Kingsport City Schools is requesting to exercise this option to purchase an additional school bus from Mid-South Bus Center. Purchase confirmation was requested from Mid-South Bus Center to ensure the vendor would honor previous bid specifications and pricing. It is the recommendation of the City Fleet Manager and the Schools Transportation Director to proceed with the purchase from Mid-South Bus Center for

- (1) 2021 Thomas Saf-T-Liner EFX 1118S Special Education School Bus with Upgraded Axle and Big Brakes. - **\$120,579.00**

Funding is identified in Schools Accounts # 141-7250-831.07-29 and 141-7253-831.07-29.

#### **Attachments:**

1. Resolution
2. Recommendation Memo
3. Mid-South Bus Center Purchase/Quote Confirmation

Funding source appropriate and funds are available: *AM*

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

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FOR THE PURCHASE OF ONE ADDITIONAL  
SCHOOL BUS FROM MID-SOUTH BUS CENTER, INC. AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PURCHASE ORDER FOR THE SAME

WHEREAS, on November 19, 2019, the city awarded the purchase of two (2) 41 passenger EHAB buses for the Kingsport City Schools; and

WHEREAS, the award of bid in November included the right of the city to purchase additional 41 passenger EHAB buses at the same price within twelve months of the award; and

WHEREAS, upon review the board finds the recommendation to purchase from Mid-South Bus Center, Inc. is in the best interest and advantage to the city, and the city desires to purchase one (1) Thomas Saf-T-Liner EFX 1118S 41 passenger type 'D' EHAB 41 passenger school bus with uprated axle and big brakes at a purchase cost of \$120,579.00; and

WHEREAS, funding is identified in accounts #141-7253-831.07-29.

Now therefore,

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

SECTION I. That the purchase of (1) Thomas Saf-T-Liner EFX1118S 41 passenger type 'D' EHAB school bus, with uprated axle at a purchase cost of \$120,579.00, based upon the bid awarded to Mid-South Bus Center, Inc. in November, 2019 is approved, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 24th day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**FLEET MAINTENANCE DIVISION**  
**City of Kingsport, Tennessee**

**To:** Michelle Ramey, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
**Date:** March 13, 2020  
**Re:** School Bus Purchase Recommendation

This will confirm my review and recommendation to purchase the quoted additional bus needed by the Schools Transportation group. The recommended unit is identical to the unit previously recommended and awarded by both the Board of Education and the Board of Mayor and Alderman. The unit is the low compliant offering of the following vendor.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	41 Passenger School Bus	Mid-South Bus Center	7 City/ 9 Hwy

**Low Compliant Bidder**

The bid offering of Mid-South Bus Center is compliant to all the minimum specification requirements outlined in the bid document for this Schools purchase and have been previously awarded by leadership.

The bid offerings have been reviewed with the Schools Transportation Director, Tommy Starnes, who is in agreement with this recommendation.

**Fuel Economy Improvement**

0%

No fuel economy improvements noted because this unit is an addition to the fleet.

**Trade In**

1. Trade in(s):
  - a. N/A

**Origin/ Dealer Information**

2. New Unit(s) Origin of Manufacture:
  - a. Bus – High Point, North Carolina
    - i. 80 % Domestic/ 20 % Foreign Materials
3. New Unit(s) Purchase Dealer:
  - a. Bus – Mid South Bus Center – Murfreesboro, TN.

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

Thank you.



---

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

3512 Bill Smith Drive  
Murfreesboro, TN 37129

March 13, 2020

Michelle Ramey, CPPB  
Asst Procurement Manager  
City of Kingsport  
225 W. Center Street  
Kingsport, TN. 37660

Please accept our quotation for the following:


One (1) 2021 Thomas Saf-T-Liner EFX 1118S Special Education School Bus

Price: \$120,579.00 F.O.B. Kingsport, TN

Price includes 23K lbs. rear axle, big brakes, and all specifications per PO # W01066, 1-3-20.

Delivery to be approximately 180-210 days ARO

Sincerely,



Steve Benefield  
General Manager



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of One (1) Track Equipped Skid Steer Loader

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

Action Form No.: AF-77-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on February 26, 2020 for the purchase of One (1) Track Equipped Skid Steer Loader for use by the Public Works Streets Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 9, 2020 and placed on our website for 17 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid from Kubota of Kingsport for One (1) Kubota SVL95-2 in the amount of \$83,378.59:

These units are fleet additions.

Funding is identified in Project/Account # GP2015 31100006019006.

#### Attachments:

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

Funding source appropriate and funds are available: *Jm*

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

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF  
ONE TRACK EQUIPPED SKID STEER LOADER FROM KUBOTA  
OF KINGSPORT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened February 26, 2020, for the purchase of one (1) track equipped skid steer for the use at the Public Works Department; and

WHEREAS, upon review of the bids, the board finds Kubota of Kingsport is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) Kubota SVL95-2 track equipped skid steer loader from Kubota of Kingsport, at a total purchase cost of \$88,378.59; and

WHEREAS, funding is identified in account number GP2015 31100006019006.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) Kubota SVL95-2 track equipped skid steer loader, at a total purchase cost of \$83,378.59, is awarded to Kubota of Kingsport, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 24th day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
February 26, 2020  
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:

TRACK EQUIPPED SKID STEER LOADER			
Vendor:	Unit Cost:	Delivery Time:	Make/Model:
Kubota of Kingsport	\$83,378.59	30 Days	Kubota SVL95-2
Contractors Machinery Tri-Cities	\$88,293.00	140 Days	Case TV 450B
Stowers Machinery	\$86,620.00	30 Days	CAT 299D3 XPS
Stowers Machinery (Alternate Bid)	\$80,675.00	30 Days	CAT 289D3 XPS
Bobcat of Mountain Empire	\$76,940.00	45-60 Days	Bobcat T770

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

## Equipment Vendors

E-mail address	Business
chris@etra.biz	Bobcat of the Mountain Empire
boonescreek@aol.com	Boones Creek Outdoor Equip
rob@ciequipment.com	Carolina Industrial Equipment
cmiequip@bellsouth.net	CMI Equip
jcox1956@yahoo.com	Cox Tractor
dce1@bellsouth.net	Dickson County Equip
dsluder74@yahoo.com	Greenville Turf & Tractor
tip@kubotaofkingsport.com	Kubota
sallie@ciequipment.com	Carolina Industrial Equipment
tina.eldridge@westhillstractor.com	West Hills Tractor
cory@pweasi.com	Public Works Equipment
matt_mcqueen@bramco.com	Power Equipment
jredman@meadetractor.com	Meade Tractor
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
tip@kubotaofkingsport.com	Kubota
dtipton@kubotaofkingsport.com	Dorothy Tipton-Kubota
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
dhigdon@stowerscat.com	Stowers



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport, Tennessee

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**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Greg Willis, Streets Supervisor  
Adam Williams, Street Maintenance Foreman  
Steve Hightower, Fleet Manager  
**Date:** March 9, 2020  
**Re:** Public Works Department Track Equipped Skid Steer Loader Purchase Recommendation

---

The Public Work Department Committee has reviewed the bid documents for the purchase of the Streets and Sanitation Departments concrete crew track equipped skid steer loader. It is the Committee's recommendation to purchase the compliant bid of the following vendor with a total of \$83,378.59.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	Kubota SVL95-2	Kubota of Kingsport	3.7 GPH

#### **Compliant Bidder**

The compliant bid offering of Kubota of Kingsport is compliant to the majority of the minimum specification requirements outlined in the bid document. The lower bid offerings of Stowers Machinery and Bobcat of the Mountain Empire were not compliant in critical areas to the minimum specifications.

Bobcat of the Mountain Empire offered a unit that did not provide the gear reduction final drives as specified. Additionally, Bobcat's offering did not provide the direct drive coupled transmission as specified. The bobcat machine only offered a drive belt.

The Stowers Equipment offering of the Cat 289XPS is a smaller machine than specified. The general operating specifications required a minimum of 3,200 pounds rated operating capacity @ 35% of tipping load and the Stowers offering was only 2,890 pounds @ 35%. It also fell short with full lift reach at 30" (33" required) and full lift height of 125" (128 required). Specifications required a 35" door opening and the Cat offering only provided 30" opening. One hugely critical area of note is the Stowers engine offering was only 75hp with 195 lb/ft torque. The minimum specifications required 92hp and 355 lb/ft torque. These clearly illustrate that the Stowers Skid Steer offering was less than the minimum specifications requirements.

#### **Delivery and Compliance**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery for this unit is 30 days and 10 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed for non-compliance.

### **Fuel Economy Improvement**

00%

No fuel economy improvements would be realized. This unit will be an addition to the fleet.

### **Trade In(s)**

- a. Not Applicable

### **Origin/ Dealer Information**

#### 2. New Unit(s) Origin of Manufacture:

- a. Skid Steer – Grapevine, TX
  - i. 0 % Domestic/ 0 % Foreign Materials – Dealer states content as unknown in their bid document.

#### 3. New Unit(s) Purchase Dealer:

- a. Skid Steer – Kubota of Kingsport – Kingsport, TN

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

Thank you.



Picture for demonstration purposes only and is not the exact product being purchased.

---

**From:** Williams, Adam  
**Sent:** Wednesday, March 04, 2020 1:32 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Cc:** Willis, Greg <GregWillis@KingsportTN.gov>  
**Subject:** Compact Track Skid Steer Loader

Steve,

After reviewing bid documents the lowest complaint bidder was Kubota of Kingsport on the compact track skid steer loader. Please proceed with the process.

Thanks for all that you do.



**Adam Williams**  
**Street Maintenance Foreman**  
**423-224-2671 (Office)**  
**423-302-9998 (Cell)**  
<mailto:awilliams@kingsporttn.gov>



## AGENDA ACTION FORM

### **Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO)**

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

Action Form No.: AF-65-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Capt. Gore  
 Presentation By: Chief Quillin

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Tennessee Highway Safety Office (THSO) provides grant funding to programs designed to reduce the number of fatalities, injuries and related economic losses that result from traffic crashes on Tennessee's roadways. Local governments can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety.

The Kingsport Police Department is seeking funding to assist with a Multiple Traffic Violation/Crash Reduction Campaign consisting of overtime enforcement.

This request is for approximately \$30,000 with no match required. Funding is for a one year period.

#### **Attachments:**

1. Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HIGHWAY SAFETY GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the city, through the police department, would like to apply for a grant from the Tennessee Highway Safety Office, which will provide funds to support programs designed to reduce the number of fatalities, injuries, and related economic losses that result from traffic crashes on Tennessee's roadways; and

WHEREAS, the maximum amount of the grant award is \$30,000.00, and the grant does not require a local match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Highway Safety grant funds from the Tennessee Highway Safety Office in the amount of \$30,000.00, which does not require a local match.

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

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

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

ADOPTED this the 24th day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY





## AGENDA ACTION FORM

### Approve Issuance of Certificate of Compliance for Business to Sell Retail Alcoholic Beverages

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

Action Form No.: AF-79-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Angie Marshall  
 Presentation By: Sid Cox

#### Recommendation:

Approve the issuance of a Certificate of Compliance to Discount Package Store to sell retail alcoholic beverages.

#### Store Name

Discount Package Store

#### Address

2716 John B. Dennis Highway

#### Applicant

April Lingerfelt

#### Executive Summary

The ownership of Discount Package Store is changing from Mr. Matthew Glass to Ms. April Lingerfelt. Ms. Lingerfelt is in the process of submitting her application to the Tennessee Alcoholic Beverage Commission to reflect this change. A Certificate of Compliance from the City of Kingsport is required to accompany this application.

Section 6-67 of the City Code states that to assure that all requirements are satisfied, no original or renewal Certificate of Compliance shall be issued for any location until:

1. An application has been filed with the City Recorder; and
2. The application complies with all restrictions as to location and number of retail licenses to be issued within the City; and
3. The application has been considered at a regular or called meeting of the Board and approved by a Majority vote.

This application has met the requirements of Section 6-67 of the City Code. Police background checks have been conducted on each of the applicants with nothing found that would prevent any from their certificates.

Staff recommends approval of this certificate to reflect the ownership change.

#### Attachments:

None

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



## AGENDA ACTION FORM

### Apply for and Receive a Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in their Law Enforcement Liaison (LEL) Program

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

Action Form No.: AF-71-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Capt. Gore  
 Presentation By: Chief Quillin

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Tennessee Highway Safety Office (THSO) has once again extended the opportunity to the Kingsport Police Department, specifically Officer Matt McGuire, to be a network coordinator and assist them in their LEL program. The funds provided will pay for Officer McGuire's travel/training to various traffic related workshops and conferences. Additional funds from this grant may be utilized for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

This request is for approximately \$20,000 with no match required. Funding is for a one year period.

#### **Attachments:**

1. Resolution

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT LIAISON PROGRAM GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the Tennessee Highway Safety Office has extended the opportunity to the city, through the Kingsport Police Department, specifically Officer Matt McGuire, to apply for a grant to be a network coordinator and assist them in their Law Enforcement Liaison (LEL) program; and

WHEREAS, the funds provided will pay for Officer McGuire's travel/training to various traffic related workshops and conferences; and

WHEREAS, additional funds from this grant may be utilized for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities; and

WHEREAS, the grant is for approximately \$20,000.00 with no match required, and the funding is for a one year period.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Highway Safety Office in the amount of \$20,000.00 for the Law Enforcement Liaison (LEL) program, which requires no match.

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

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

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

ADOPTED this the 24<sup>th</sup> day of March, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Approve Amended Inter-Local Agreement between KECD and City of Kingsport

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

Action Form No.: AF-40-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: D/C Phipps  
 Presentation By: Chief Quillin

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The Inter-Local Agreement between the City of Kingsport and Kingsport Emergency Communication District (KECD) establishes the terms and conditions which each entity shall provide facilities, services, and employees necessary to operate and maintain communication services for both the District and City. As such, this resolution is consideration to approve an amended Inter-Local Agreement which includes adopted changes to paragraph 11a and 12c. Both changes have been approved thru the KECD Board.

#### Attachments:

1. Resolution
2. Proposed Change

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE SECOND AMENDED AGREEMENT TO THE INTERLOCAL AGREEMENT WITH THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in July, 2014 the board approved a resolution authorizing the mayor to sign an interlocal agreement the Kingsport Emergency Communications District (KECD) establishing the terms and conditions which each entity shall provide facilities, services, and employees necessary to operate and maintain communication services for both the KECD and city; and

WHEREAS, an amendment to the agreement is needed to change paragraph 11a and 12c regarding insurance and the training incentive program; and

WHEREAS, both changes have been approved by the KECD Board.

Now therefore,

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

SECTION I. That the second amendment to the Interlocal agreement with the Emergency Communications District of the City of Kingsport is approved.

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

SECOND AMENDED AGREEMENT  
BETWEEN  
THE CITY OF KINGSPORT, TENNESSEE AND  
THE EMERGENCY COMMUNICATIONS DISTRICT  
OF THE CITY OF KINGSPORT, TENNESSEE

INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES  
AND PROCEDURES FOR MUTUAL AID AND COORDINATION OF  
EMERGENCY COMMUNICATIONS SERVICE

THIS SECOND AMENDED AGREEMENT made and entered into as of this 1st day of February, 2020 by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

WITNESSETH

**WHEREAS**, CITY and DISTRICT have entered into an inter-local cooperation agreement as of July 1, 2014, which was supplemented as of January, 2017;

**WHEREAS**, CITY and DISTRICT have entered into a First Amended inter-local cooperation agreement as of July 1, 2017;

**WHEREAS**, DISTRICT, by its Resolution adopted on February 20, 2020, authorized the execution of this Second Amended inter-local cooperation agreement between DISTRICT and CITY;

**WHEREAS**, CITY, by its Resolution No. 2020-\_, adopted on March 24, 2020, authorized the execution of this Second Amended inter-local cooperation agreement between CITY and DISTRICT;

**Now, THEREFORE,** the premises considered, the parties agree as follows:

1. **PURPOSE.** This Agreement shall be for the purpose of establishing the terms and conditions by which DISTRICT and CITY shall provide facilities, services and employees necessary to operate and maintain communications service for both DISTRICT and CITY. It is further intended that all such shall be exercised in an efficient and economical manner so that such public services may be efficiently provided to the users and the public at large.

2. **SUCCESSORS.** It is the intention of the Parties to bind themselves, and any successors to either, to this Agreement for so long as the purpose hereinabove stated shall continue to be desired by either Party.

3. **PHYSICAL PLANT.** DISTRICT shall provide a building and grounds for a Public Safety Answering Point (PSAP) and a CITY Central Dispatch with all necessary and desirable associated amenities to make such operations fully functional and DISTRICT shall provide to CITY a location for a communications tower and reasonably associated facilities, as the same may be necessary or desirable, as follows:

a. DISTRICT does hereby lease to CITY such part of that certain real property bearing Sullivan County Tax Identification No. Map 0460 Group G Control Map 0460 Parcel 015.20 and having a street address of 141 Unicoi Street, City of Kingsport, Sullivan County, Tennessee, as is necessary for the location of and connections to and from a tower necessary to support CITY's 800 MHZ radio equipment, including all necessary access to that tower for maintenance, repair or replacement, which CITY may use for any other purpose of CITY; but, shall not permit its use by any other entity.

b. DISTRICT does hereby lease to CITY such part of that building located at 141 Unicoi Street as is necessary for CITY's Central Dispatch with all necessary and desirable associated amenities to make the operation fully functional.

c. CITY does hereby lease to DISTRICT such part of that certain real property located at 4598 Fort Henry Drive to serve as the "back-up" Public Safety Answering Point.

d. CITY shall record a Memorandum of Lease memorializing the provisions of this Section in the Registers Office for Sullivan County at Blountville, Tennessee.

4. **EMPLOYEES.** CITY shall provide to DISTRICT the services of a total of Twenty-three (23) personnel for operation of emergency communications services for DISTRICT, including:

a. one (1) Manager to, as Executive Director, act in an advisory capacity to the Board of Directors of DISTRICT; and, to supervise the operations of Central Dispatch to include training, scheduling of manpower, payroll, budget, etc., for a more closely supervised operation and to otherwise utilize enhanced management practices; and

b. one (1) Communications Technical Services Coordinator; and,

c. one (1) Dispatch Supervisor; and

d. four (4) Shift Leaders; and

e. Sixteen (16) Telecommunicators.

These employees are employees of CITY for all purposes, including, but not limited to salary and benefits, Workers Compensation, and tort liability.

5. **TRAINING.** In providing "911" service to the citizens and residents of CITY, and other service users, DISTRICT has elected to utilize the direct dispatch method of responding to emergency calls. This "911" service is provided by means of this inter-local agreement between DISTRICT and CITY. In compliance with 2003 *Tenn. Pub. Acts, chapter 254, Sections 2 and 3*, DISTRICT and CITY agree that each of the 911 telecommunicators employed by CITY pursuant to this inter-local agreement, must not only meet the general requirements set forth in *Tenn. Code Ann. Section 7-86-205* and *Tenn. Code Ann. Section 58-2-202*, but must also, within six (6) months of their employment with CITY, meet those training and course of study requirements established from time to time by the PUBLIC SAFETY COMMITTEE created by *Tenn. Code Ann. Section 58-2-201* and the EMERGENCY COMMUNICATIONS BOARD, Department of Commerce and Insurance of the State of Tennessee. It is understood by the Parties that this inter-local agreement imposes an obligation on CITY that DISTRICT's expectation of receiving due performance will not be impaired. In order that no reasonable grounds for insecurity shall arise with respect to the performance of CITY, CITY shall provide assurance of its due performance by reporting to DISTRICT, on or about the beginning of every calendar year, with regard to whether each telecommunicator, who receives an initial or transferred 911 call from the public, who is performing services on behalf of DISTRICT pursuant to this inter-local agreement, has satisfied the minimum requirements for dispatcher training established by the rules of the DEPARTMENT OF COMMERCE AND INSURANCE, EMERGENCY COMMUNICATIONS BOARD, CHAPTER 0780-6-2 relating to DISPATCHER TRAINING REGULATIONS (*Tenn. Comp. R. & Reg. 0780 -6-2 et seq.*); and, that evidence of completion of such training is available for inspection, as are attendance records, course outlines and lesson plans. In addition to the aforesaid minimum training standards, CITY shall establish for each calendar year, a Training Incentive Program (TIP) for salary supplement payments to eligible telecommunicators,

approved by DISTRICT, to encourage telecommunicators to achieve, through recognized programs, such Certifications and Continuing Education Units as will enhance telecommunicators' skills above the minimum training standards and thereby increase their communications service to the users of DISTRICT and the public at large. The Training Incentive Program shall provide a salary supplement to each telecommunicator determined by CITY and DISTRICT to have achieved recognized Certifications and Continuing Education Units.

6. **ADMINISTRATIVE SERVICES.** CITY shall provide to DISTRICT the opportunity to participate in using other services and facilities available to departments of CITY including, but not limited to, electronic data processing, geographic information systems, accounting, record management, insurance and purchasing; and more particularly, the Geographic Information System (GIS) division to provide products and services to DISTRICT, to include maintenance and update of geographic information within the city limits of Kingsport directly and indirectly related to Emergency Communications; data specifically maintained for E-911 purposes include point data concerning address information, streets centerline data with address ranges, and emergency service zone information; coordination of the Master Street and Address Guide (MSAG); data update, maintenance and software support to the mapping applications located in the Public Safety Answering Point (PSAP); coordination with the vendors to ensure continuity of operations during upgrades to mapping software; and data not directly related to emergency communication but deemed useful in the PSAP including city limits, fire hydrants, digital orthophotography, emergency service agencies, school grounds, parks, and many other geographic features relevant to emergency communications to be updated from GIS to the PSAP regularly on an as-needed basis.

7. **RADIO DISPATCH CONTROL CENTER CONSOLE EQUIPMENT.** Pursuant to the duties of CITY under the November, 2014, City-County Agreement to establish a comprehensive plan to maintain a Simulcast P25 Digital 800MHz radio system pursuant to the terms of the contract with the State of Tennessee to participate in the Tennessee Advanced Communications Network (TACN) and to provide, install, and maintain the Blountville, Holston Mountain, Bristol and Bays Mountain transmitter repeater sites; as provided hereinabove, CITY shall be responsible for the real estate, towers; and buildings; maintenance to the MCC7500 Consoles and control stations, along with all subscriber radios;

Fire Station and Alerting System; and, installation of radios on CITY's portion of the physical plant.

8. **COMPUTER-AIDED DISPATCH SOFTWARE AND TRAINING.** The software used by telecommunicators to actually dispatch the appropriate emergency services in accordance with District's use of the direct dispatch method of responding to emergency calls shall be a permanent part of the Physical Plant referred to hereinabove.

9. **DIRECT FIBER ETHERNET CABLE.** The Physical Plant referred to hereinabove shall include at least a 20 Megabyte dedicated internet access by Direct Fiber Ethernet Cable provided by a mutually agreed upon vendor which in the event network facilities are disrupted, equipment fails, the main Public Safety Answering Point must be evacuated, or for any other reason that 911 calls cannot be answered at the main Public Safety Answering Point, will serve the "back-up" Public Safety Answering Point located at 4598 Fort Henry Drive.

10. **EQUATURE RECORDING AND DISPATCH PLATFORM.** DISTRICT does hereby lease to CITY a part of its Archiving Interface Server (AIS) for recording CITY's radio system (Tennessee Advanced Communications Network (TACN)), and, a part of DISTRICT's Equature NG 9-1-1 Recording and Dispatch Platform for the purpose of radio recording.

11. **INSURANCE.** CITY and DISTRICT shall cooperate in acquiring and maintaining all necessary or desirable insurance coverage, which shall be procured as follows:

- a. CITY shall, as part of its Administrative Services provided hereunder, provide purchasing, risk management and all other staff or consultants to assist DISTRICT in the process of making requests for proposals, bidding, awarding bids and any other necessary or desirable matters relating to the acquisition and maintenance of appropriate insurance coverage in coordination with CITY as follows:
  - i. casualty or hazard insurance insuring the physical plant and its contents against fire and extended coverage (including "all risk" coverage) for the full replacement cost of the improvements constructed on the property; and,
  - ii. general liability insurance providing coverage to DISTRICT for premises liability; and,
  - iii. tort liability insurance providing coverage to DISTRICT for civil claims arising from its actions or omissions and,
  - iv. tort liability insurance providing coverage to DISTRICT for civil claims arising from the actions or omissions of CITY's employees in processing emergency calls or any other matter related to the provision of 911 service; and,
  - v. any other insurance coverage as either DISTRICT or CITY shall find necessary or desirable.
- vi. CITY and DISTRICT shall, to the extent possible, include the other as an additional insured on the insurance coverage referred to in paragraphs 11a i, ii, and iii hereafter acquired by either.



- b. CITY shall, as part of its Administrative Services provided hereunder timely coordinate with
  - i. DISTRICT when reasonably possible so as not to duplicate insurance coverage, except:
  - ii. premiums for tort liability insurance providing coverage to DISTRICT for civil claims arising from its own actions or omissions; and,
  - iii. premiums for any other necessary or desirable insurance coverage providing coverage exclusively to DISTRICT;
- c. DISTRICT shall not pay the premiums for insurance coverage by Public Entity Partners, a non-profit corporation, or the Tennessee Municipal League (TML), or successor insurer, for the exclusive tort liability of CITY; and, any property and casualty or hazard insurer providing coverage for any property determined to be insurable exclusively by CITY.

**12. CONSIDERATION.**

- a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees, and administrative services. The annual amount of such reimbursement shall be TWO HUNDRED NINETY THOUSAND AND 00/100's DOLLARS (\$290,000.00). The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice by CITY.
- b. Additional payment of \$541.78 for each Monthly Recurring Revenue (MRR) charge may be added to the quarterly invoice from CITY (or paid separately as invoiced) for the Direct Fiber Ethernet service to the "back-up" Public Safety Answering Point (PSAP).
- c. Additional payment for salary supplements of up to One Thousand Two Hundred and 00/100's Dollars (\$1,200.00) to each eligible telecommunicator determined by CITY and DISTRICT to have achieved the recognized Certifications and Continuing Education Units established for the Training Incentive Program (TIP); for which CITY shall timely provide appropriate documentation, which DISTRICT shall pay to CITY in January of each year.
- d. It is understood and agreed that any employee vacancy hereinabove stated shall be filled within sixty (60) days. Failure of CITY to fill any personnel vacancy within the sixty day requirement may allow DISTRICT to withhold *pro rata* funding from quarterly payments.
- e. CITY shall reimburse DISTRICT for the expenses incurred by it for providing the physical plant for CITY's Central Dispatch; and, access to DISTRICT's AIS and recording/dispatch platform for recording CITY's radio system(Tennessee Advanced Communications Network(TACN)). The annual amount of such reimbursement shall be paid:
  - i. in moneys worth by providing Administrative Services hereunder, including, but not limited to, all necessary or desirable maintenance of the building and grounds located at 141 Unicoi Street, including, but not limited to, exterior landscaping, garbage, mail delivery/pick-up services, trash removal, mechanical repairs, janitorial services, etc. to the same extent and in the same fashion as is provided to other similar facilities of CITY, e.g. City Hall, Justice Center, Fire Stations and other public buildings and grounds; and,
  - ii. in moneys worth by the leasehold interest granted to DISTRICT in such part of that certain real property located at 4598 Fort Henry Drive serving as the "back-up" Public Safety Answering Point (PSAP).
- f. DISTRICT and CITY shall cooperate in keeping each other informed of any desired amendment to the terms or conditions of this Agreement and any related financial implications of such potential changes. To that end, DISTRICT shall provide a draft budget to CITY as early as practicable in the budget process and in no case later than the third Thursday of May.

**13. TERM.** The initial term of this Agreement shall commence as of the beginning of Fiscal Year 2014-2015 on July 1, 2014, and continue until September 30, 2015, at which time this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term"), unless, subject to the intent to be bound stated hereinabove, either Party gives the other Notice in writing of any desired amendment to the terms or conditions hereof, on or before ninety (90) days after the beginning of any Fiscal Year; and each Renewal Term shall, except for any agreed upon amendment to the terms or conditions hereof, be upon the same terms and conditions of this Agreement. By this automatic renewal provision, it is the intent of DISTRICT and CITY that each shall have the opportunity to review the terms and conditions hereof during its budget process prior to the beginning of each Renewal Term, which Renewal Terms shall be deemed the act of the governing body of each Party hereto, as then constituted. In the event that DISTRICT and CITY cannot reach an agreement as to any desired amendment to the terms or conditions hereof proposed by either, they shall refer the matter to an independent person appointed by mutual agreement. In the event that no person is selected by mutual agreement, then each party shall select one independent person and those two individuals shall select a third. The final decision of the three shall be binding.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 24<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**11. INSURANCE.** CITY and DISTRICT shall cooperate in acquiring and maintaining all necessary or desirable insurance coverage, which shall be procured as follows:

a. CITY shall, as part of its Administrative Services provided hereunder, provide purchasing, risk management and all other staff or consultants to assist DISTRICT in the process of making requests for proposals, bidding, awarding bids and any other necessary or desirable matters relating to the acquisition and maintenance of appropriate insurance coverage in coordination with CITY as follows:

i. casualty or hazard insurance insuring the physical plant and its contents against fire and extended coverage (including "all risk" coverage) for the full replacement cost of the improvements constructed on the property; and,

ii. general liability insurance providing coverage to DISTRICT for premises liability; and,

iii. tort liability insurance providing coverage to DISTRICT for civil claims arising from its actions or omissions and,

iv. tort liability insurance providing coverage to DISTRICT for civil claims arising from the actions or omissions of CITY's employees in processing emergency calls or any other matter related to the provision of 911 service; and,

v. any other insurance coverage as either DISTRICT or CITY shall find necessary or desirable.

**vi. CITY and DISTRICT shall, to the extent possible, include the other as an additional insured on the insurance coverage referred to in paragraphs 11a i, ii, and iii hereafter acquired by either.**

b. CITY shall, as part of its Administrative Services provided hereunder timely coordinate with

i. DISTRICT when reasonably possible so as not to duplicate insurance coverage, except:

ii. premiums for tort liability insurance providing coverage to DISTRICT for civil claims arising from its own actions or omissions; and,

iii. premiums for any other necessary or desirable insurance coverage providing coverage exclusively to DISTRICT;

c. DISTRICT shall not pay the premiums for insurance coverage by Public Entity Partners, a non-profit corporation, or the Tennessee Municipal League (TML), or successor insurer, for the exclusive tort liability of CITY; and, any property and casualty or hazard insurer providing coverage for any property determined to be insurable exclusively by CITY.

**12. CONSIDERATION.**

a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees, and administrative services. The annual amount of such reimbursement shall be TWO HUNDRED NINETY THOUSAND AND 00/100's DOLLARS (\$290,000.00). The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice by CITY.

b. Additional payment of \$541.78 for each Monthly Recurring Revenue (MRR) charge may be added to the quarterly invoice from CITY (or paid separately as invoiced) for the Direct Fiber Ethernet service to the "back-up" Public Safety Answering Point (PSAP).

c. Additional payment for salary supplements of up to One Thousand **Two Hundred** and 00/100's Dollars ~~(\$1,000.00)~~ **(\$1,200.00)** to each eligible telecommunicator determined by CITY and DISTRICT to have achieved the recognized Certifications and Continuing Education Units established for the Training Incentive Program (TIP); for which CITY shall timely provide appropriate documentation, which DISTRICT shall pay to CITY in January of each year.



## AGENDA ACTION FORM

### Renewing the Award of the Bid for School Crossing Guard Services

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

Action Form No.: AF-75-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Comm. J. Bellamy  
 Presentation By: Chief D. Quillin

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on May 24, 2018 for the acquisition of school crossing guard services. 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. Cross Safe requested a consumer price index increase of 2% to give their staff a cost of living pay increase. It is the recommendation of the Police Department to extend the school crossing guard services with Cross Safe for an additional 12 month period.

Please see the attached documents.

Kingsport City Schools will transfer a specified amount annually. Funding is identified in the Police Department Budget Account # 110-3030-441-1010.

### Attachments:

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

Funding source appropriate and funds are available: *[Signature]*

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

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AMENDING THE AGREEMENT FOR SCHOOL CROSSING GUARDS WITH CROSS SAFE AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on June 19, 2018, the board approved the bid award of crossing guards to Cross Safe for nine (9) crossing guards to Cross Safe and authorized the mayor to execute an agreement for the same; and

WHEREAS, the bid included a renewal option clause that allows the city to renew the award for an additional 12 month period, if costs are acceptable to both parties, with board approval; and

WHEREAS, staff recommends amending the agreement with Cross Safe to renew the award of bid for the period of 12 months, beginning May 1, 2020, and ending April 30, 2021, with a 1.1% cost of living price index increase; and

WHEREAS, funding is identified in the Police Department Budget Account # 110-3001-441-1010.

Now therefore,

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

SECTION I. That the amendment to the agreement renewing the award of bid for the school crossing guard services for nine (9) crossing guards with Cross Safe for an additional year, is approved, and the mayor is authorized and directed to execute the amendment and all documents necessary and proper to effectuate the purpose of the amendment or this resolution, said agreement being as follows:

**AMENDMENT NUMBER 2**

Amendment to the Agreement effective June 20, 2018 for School Crossing Guard Services between Cross Safe and the City of Kingsport.

Article I Scope of Services and Schedule

1.1 Add Attachment A dated March 11, 2020 regarding additional services (copy attached - 1 page).

Article IV Compensation

4.1 Add seventy seven thousand one hundred thirty dollars and zero cents (\$77,130.00) and change the amount not to exceed to read two hundred twenty thousand one hundred forty eight dollars and thirty cents (\$220,148.30) as per Attachment A dated March 11, 2020 (copy attached – 1 page).

Article V Period of Performance

5.1 The language regarding period of performance shall be changed to read "The Scope of Services to be performed by COMPANY shall be for the 2020-2021 school year and be fully and finally completed by May 19, 2021."

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. 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 amendment, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

ADOPTED this the 24th day of March, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
May 24, 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:

SCHOOL CROSSING GUARD SERVICES		
VENDOR	COST PER CROSSING GUARD PER DAY	COMMENTS
Elite Manufacturing & Professional Services	\$43.10	
Cross Safe	\$43.90	
All City Management Services	\$49.98	
Spur Employment, Inc.	\$13.48*	*Based on one hour per day. Two hours per day would be \$26.96

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



# KINGSPORT POLICE DEPARTMENT

## MEMORANDUM

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**TO: Nikisha Eichmann, Asst. Procurement Manager**

**FROM: Jason Bellamy, Commander**

**RE: School Crossing Guard Services**

**DATE: March 10, 2020**

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This memo is to inform you of our desire to renew our contract with Cross Safe for School Crossing Guard services for the 2020-2021 school year. Thus far, the services have exceeded expectations with very few complications or issues. Additionally, this service has continued to free up police officers, who were routinely tasked with this duty, so they may tend to more critical tasks like traffic control or answering citizen calls for assistance.

As you know, Mr. Haupricht of Cross Safe has made a request for a price increase to address cost of living increases. Kingsport City Schools and the police department are both agreeable to a 2% increase. That will result in a nominal price increase that can be managed within our existing budget. Since this is a shared endeavor with the schools, we will be amending the MOU which addresses the manner in which the cost is shared and the amount of reimbursement.





PHONE 704 377 1755 FAX 704 377 3155 WEB parkinc.com  
ADDRESS 1415 South Church Street Suite T Charlotte North Carolina 28203

Wednesday, March 11, 2020

Nikisha Eichmann  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

Dear Nikisha:

The following is a summary of the requested rate increase for crossing guard services for the City of Kingsport's 2020-2021 school year:

- Cost per crossing guard per day: \$42.85

Any further questions may be directed towards myself at the Charlotte number listed above.

Sincerely,

Brian A. Haupricht  
President



## AGENDA ACTION FORM

### Contract Amendment with the Tennessee Department of Transportation on Behalf of the Kingsport MTPO for Federal Planning Fund Modifications

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

Action Form No.: AF-62-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Bill Albright  
 Presentation By: Bill Albright

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Each year the Kingsport Metropolitan Transportation Planning Organization (MTPO) receives an allocation of funds from the Federal Highway Administration to carry out transportation planning activities. The funds are provided incrementally (annually), but originate through a 3-year contract with the Tennessee Department of Transportation and the City and are managed by the Staff of the Kingsport MTPO. TDOT is now issuing funds for FY '20 through a contract amendment. Staff recommends that the funding contract amendment be approved by the BMA.

#### **Attachments:**

1. Resolution
2. Contract

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDMENT TO GRANT CONTRACT Z19MPO007 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE KINGSPORT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, in November 2018, the city approved grant contract Z19MPO007 with the State of Tennessee for the Kingsport Metropolitan Transportation Planning Organization (MTPO) which is responsible for transportation planning activities in the Kingsport urban area; and

WHEREAS, its annual operating expenses are funded primarily by the Federal Highway Administration (FHWA), with additional dollars from the Federal Transit Administration (FTA), with matching funds also provided by the Tennessee Department of Transportation and the city; and

WHEREAS, this amendment allows for additional funds for the contract for FY 20 and additional funds available in FY21; and

WHEREAS, the local match has been approved in the FY21 budget.

Now therefore,

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

SECTION I. That Amendment One of Grant Contract Z19MPO007 with the Tennessee Department of Transportation for both federal and state MTPO funds 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, Amendment One of Grant Contract Z19MPO007 with the Tennessee Department of Transportation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

**AMENDMENT ONE**  
**OF GRANT CONTRACT Z19MPO007**

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. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed Eight Hundred Eight Thousand Four Hundred Dollars and Ten Cents (\$808,400.10) (Maximum Liability). The Grant Budget, attached and incorporated as Attachment Two 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.
2. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective April 1, 2020. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force  
[Acknowledgements and Attachments 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 contract set out herein that do not substantially alter the material provisions of the contract, 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 24<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## GRANT AMENDMENT

<b>Agency Tracking #</b> 40100-02519	<b>Edison ID</b> 59110	<b>Contract #</b> Z19MPO007	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> City of Kingsport			<b>Edison Vendor ID</b> 1560		
<b>Amendment Purpose &amp; Effect(s)</b> To add Consolidated Planning Grant funds					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 270,110.10</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2019	6,884.00	531,406.00			538,290.00
2020	5,585.70	264,524.40			270,110.10
<b>TOTAL:</b>	<b>\$12,469.70</b>	<b>\$795,930.40</b>			<b>\$808,400.10</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>1 Budget Officer Confirmation:</b> 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.			<b>OCR USE</b>		
			<b>Z19 MPO 007</b>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71302000			

**AMENDMENT ONE  
OF GRANT CONTRACT Z19MPO007**

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. **Maximum Liability.** In no event shall the maximum liability of the State under the Grant Contract exceed Eight Hundred Eight Thousand Four Hundred Dollars and Ten Cents (\$808,400.10) (Maximum Liability). The Grant Budget, attached and incorporated as Attachment Two 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.
2. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

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

**Amendment Effective Date.** The revisions set forth herein shall be effective April 1, 2020. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and

**IN WITNESS WHEREOF,**

**CITY OF KINGSFORT:**

\_\_\_\_\_  
GRANTEE SIGNATURE DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

\_\_\_\_\_  
CITY ATTORNEY, APPROVED AS TO FORM DATE

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
CLAY BRIGHT, COMMISSIONER DATE

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
JOHN REINBOLD, GENERAL COUNSEL DATE

GRANT BUDGET				
Additional Identification Information as Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2018 END: 09/30/2021				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	\$605,760.10	\$135,852.90	\$741,613.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$145,600.00	\$36,400.00	\$182,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$23,680.00	\$5,920.00	\$29,600.00
11, 12	Travel, Conferences & Meetings	\$29,920.00	\$7,480.00	\$37,400.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$240.00	\$60.00	\$300.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$3,200.00	\$800.00	\$4,000.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$808,400.10</b>	<b>\$186,512.90</b>	<b>\$994,913.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT TWO****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Long-Range Transportation Plan	\$180,000.00
Annual Accounting and Auditing Fees	\$2,000.00
TOTAL	\$182,000.00

OTHER NON-PERSONNEL	AMOUNT
Advertising and Publications	\$3,200.00
Dues and Memberships	\$800.00
TOTAL	\$4,000.00





## AGENDA ACTION FORM

### Renewing the Award of the Bid for the Purchase of Copier Paper

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

Action Form No.: AF-76-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Committee  
 Presentation By: C. McCartt

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on April 16, 2019 for the purchase of copier paper for use in City and Schools locations. 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 to renew with American Paper & Twine Company at \$28.90 per case for 8.5" x11", \$40.80 per case for 8.5"x14" & \$32.00 per case for 11"x17". The estimated annual cost for copier paper is \$90,000.00. American Paper & Twine is now utilizing Domtar as their supplier for paper received by the City.

Recognizing that industry wide price changes do occur with paper products, the City included the following provision in the bid document: "Prices will remain firm until an industry wide price increase or decrease occurs. At which time, the City will receive a written notice at least ten days prior to the effective date of the change in pricing stating such changes. Additional documentation regarding industry wide price changes will be required from the manufacturer through the vendor at the request of the City."

Funding is identified in various City and Schools accounts.

### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Memo from Vendor with Pricing

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AWARD OF BID FOR THE PURCHASE OF COPIER PAPER FOR USE BY THE CITY AND KINGSPORT CITY SCHOOLS WITH AMERICAN PAPER AND TWINE COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on April 16, 2019, the board approved a contract with American Paper and Twine Company for the purchase of copier paper for use in City and Schools locations; and

WHEREAS, the contract 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 board approval; and

WHEREAS, staff recommends renewing the agreement for the period of one year; and

WHEREAS, the estimated annual cost for copier paper is \$90,000.00 and funding is identified in various city and schools accounts.

Now therefore,

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

SECTION I. That the renewal of the contract with American Paper and Twine Company at an estimated annual cost of \$90,000.00, for copier paper for use by the city, including the city schools, for fiscal year 2021, is approved, and the city manager is authorized to execute purchase orders to the 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 24<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
April 16, 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:

COPIER PAPER	
Vendor:	American Paper & Twine
Item:	Unit Cost:
8.5 x 11, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$31.50
8.5 x 14, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$45.50
11 x 17, White, 20 Lb., Long Grain, 500 Sheets per Ream, 5 Reams per Case	\$36.00

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

ESTABLISHED 1926

## American Paper & Twine Co.<sup>®</sup>

2/24/20

Nikisha Eichmann  
Assistant Procurement Manager  
City of Kingsport

Nikisha,

As discussed please see the quoted rates for the copy paper extension from 7/1/20 – 6/30/21.

8.5x11 20LB White Copy Paper - \$28.90/case (non-recycled)  
8.5x14 20LB White Copy Paper - \$40.80/case (non-recycled)  
11x17 20LB White Copy Paper - \$32.00/case (non-recycled)

Please let me know should you need anything else.

Sincerely,

A handwritten signature in black ink, appearing to read 'Beth Van Dyke', with a large, stylized flourish at the end.

Beth Van Dyke  
Office Manager  
American Paper & Twine



## AGENDA ACTION FORM

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

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

Action Form No.: AF-63-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Susan Doran  
 Presentation By: Lesley Phillips

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Each year, the City of Kingsport, on behalf of the Kingsport MTPO, applies for and receives an allocation of Section 5303 Planning funds from the Federal Transit Administration (FTA) via the Virginia Department of Rail and Public Transportation (DRPT). The Kingsport MTPO's jurisdiction covers part of Virginia as well as Tennessee and receives separate FTA funding through each state government. This is a separate application and contract through Virginia's DRPT based on population in the Virginia portion of the urbanized area. These funds are used by the Kingsport MTPO for transportation planning activities. For FY 2021 the total grant funding is \$4,743, which is proportioned as follows: FTA 80% or \$3,793, VA DRPT 10% match or \$475, and City of Kingsport 10% match or \$475. Appropriation and a project budget for these funds have already been programmed through the City's FY 2021 budget process. The action approves submittal of the application and acceptance of the contract and Section 5303 funds.

A Master Agreement and FTA FY20 Certifications and Assurances must be executed by the City of Kingsport. These documents contain the requirements that must be adhered to for all grants received from Virginia DRPT. Once these documents are complete, the contract(s)/project agreement(s) will be issued.

#### Attachments:

1. Resolution
2. Certifications and Assurances
3. State Master Agreement

Funding source appropriate and funds are available: *[Signature]*

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

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2021; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

WHEREAS, the Federal Highway Administration provides planning funds for use by the Metropolitan Planning Organization (MPO) available through the Virginia Department of Transportation (VDOT) in the amount of \$4,743.00 for fiscal year 2021; and

WHEREAS, matching funds in the amount of \$475.00 are required, which are accounted for during the annual budget process and will come from the approved FY2021 budget for the MPO; and

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

Now therefore,

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

SECTION I. That the online application and contract with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$4,743.00 and requiring \$475.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2021, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, the online application and contract with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$4,743.00 and requiring \$475.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2021 and any other documents necessary and proper to effectuate the purpose of the letter of Authorization.

SECTION III. That the Federal Transit Administration Fiscal Year 2020 Certifications and Assurances is approved.

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a Federal Transit

Administration Fiscal Year 2020 Certifications and Assurances and any other documents necessary and proper to effectuate the purpose of the same.

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

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

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

ADOPTED this the 24<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

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

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

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

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

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



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

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

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

## 1.2. Standard Assurances: Additional Assurances for Construction Projects.

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

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

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

### 1.3. Procurement.

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

The applicant certifies that its procurement system complies with:

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

### 1.4. Suspension and Debarment.

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

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

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

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

**1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.*

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

*An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.*

*On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.*

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

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

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

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

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

### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following*

*certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.*

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

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

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

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

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

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

## **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

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

### **5.1. Charter Service Agreement.**

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

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

### **5.2. School Bus Agreement.**

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

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).



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

#### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

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

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

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

##### **7.1. Rolling Stock Buy America Reviews.**

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

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

##### **7.2. Bus Testing.**

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

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

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

#### **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

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

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

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

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

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

The applicant certifies that it:

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

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

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).*

*Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.*

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

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

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

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

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

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.*

### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

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

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

### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

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

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

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

### **CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

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

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

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

### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the*

*Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

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

#### **CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.**

*If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.*

The applicant certifies the following:

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

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

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



*public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

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

**MASTER AGREEMENT**

**FOR USE OF**

**COMMONWEALTH TRANSPORTATION FUNDS**

**CITY OF KINGSFORT, TENNESSEE**

This Master Agreement ("Agreement"), is made and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2020 between the Virginia Department of Rail and Public Transportation ("Department"), acting by and through its Director, and the City of Kingsport, Tennessee ("Grantee") (collectively Department and Grantee referred to as "Parties"). On a case by case basis, the Parties will enter into a project specific agreement ("Project Agreement") that includes the overall purpose for which grants are awarded ("Project"), the total cost of a Project, the Department and Grantee participation, Project time period, and any subsequent amendments thereto. This Agreement constitutes the terms and conditions governing receipt of grants supported by Commonwealth transportation funds and governs and is incorporated by reference in all Project Agreements approved by the Department. The terms of this Agreement shall apply to all actions such as executing a Project Agreement, requesting reimbursement, requesting extensions or other actions taken pursuant to complete a Project ("Grant Transactions") from the date of this Agreement until a new Master Agreement for the use of Commonwealth transportation funds is executed by the Department and the Grantee.

#### **ARTICLE 1. PROGRAMS AND FUNDING**

**§ 1.1** This Agreement contains requirements that must be adhered to by the Grantee for all grants received from the Department.

**§ 1.2** Funding is subject to annual appropriation by the Virginia General Assembly ("General Assembly"), allocation by the Commonwealth Transportation Board ("CTB"), and execution by the Parties of this Agreement and an associated Project Agreement. For any grants administered by the Department, the CTB or the General Assembly may change the percentage of the local share that can be financed by Commonwealth transportation funds to a higher or lower percentage than set forth in the Project Agreement. In the event such a change occurs, the applicable percentage will be the new

percentage set by the CTB or the General Assembly. All Eligible Project Costs incurred prior to the date of the change will be governed by the previous percentage.

**§ 1.3** In the event that the Grantee receives a subsequent allocation of funding from the Commonwealth of Virginia ("Commonwealth") other than the Department, or receives Federal funding for a Project, the allocation of grant funds originally allocated for that Project shall be reduced by the amount of the subsequent allocation of Commonwealth or Federal funding. Within thirty (30) days of receipt, the Grantee shall notify the Department in writing when a subsequent allocation of Commonwealth or Federal funding is received.

**§ 1.4** The Grantee shall provide funds from sources other than Federal funds, except as may otherwise be authorized by Federal statute, in an amount sufficient, together with the grant funding governed by this Agreement, to assure payment of the total cost of the Project. The Grantee further agrees that no refund or reduction of the amount so provided will be made at any time, unless there is at the same time a refund and/or de-obligation to the Department of a proportional amount of the grant funds paid or to be paid by the Department. The Grantee is obligated to provide its share of Project cost as detailed in the Project Agreement.

**§ 1.5** Payment of funds by the Department pursuant to a Project Agreement shall not exceed the Department funding amount identified in the applicable Project Agreement.

## **ARTICLE 2. ELIGIBLE PROJECT COSTS**

**§ 2.1** The Grantee agrees to incur costs in accordance with Project Agreements and this Agreement ("Eligible Project Costs"). The Department shall provide reimbursement of Eligible Project Costs submitted by the Grantee in proportion to the percentage of total funding to be provided by the Department pursuant to the Project Agreement. All expenses for which the Grantee seeks reimbursement by the Department shall be charged at the actual cost(s) to the Grantee with no Grantee markup.

**§ 2.2** Eligible Project Costs must meet the following requirements:

- A. Be necessary in order to accomplish the Project as identified in an associated Project Agreement;
- B. Be reasonable for the goods or services purchased;
- C. Be actual net costs charged to the Grantee (i.e., the price paid minus any refunds, rebates, salvage, or other items of value received by the Grantee which have the effect of reducing the cost actually incurred and paid);
- D. Be incurred during the time period specified in the associated Project Agreement;
- E. Be in accordance with 2 C.F.R. Pt. 200 Subpart E;
- F. Be based on a cost allocation plan that has been approved in advance by the Department if the costs are indirect costs;
- G. Be documented in accordance with the terms of this Agreement;
- H. Be treated uniformly and consistently under generally accepted accounting principles; and
- I. There must be sufficient remaining allocated Commonwealth transportation funds pursuant to the associated Project Agreement to make the requested reimbursement.

Costs incurred by the Grantee to correct deficiencies in a Project, including costs related to the Grantee's failure to comply with the terms of this Agreement or a Project Agreement, do not qualify as Eligible Project Cost.

The Department shall make the final determination as to whether costs submitted for reimbursement qualify as Eligible Project Costs.

### **ARTICLE 3. REIMBURSEMENT OF GRANTEE**

**§ 3.1** Some Projects involving operating costs will require payment based on a schedule. Payment schedules for such projects will be detailed in the Project Agreement. The Department will make payment to the Grantee of the Department's share of scheduled payments as outlined in the Project Agreement. For other Projects not subject to a schedule of payments, grant funds will be distributed by the Department to the Grantee on a reimbursement basis.

**§ 3.2** The Grantee shall submit requests for reimbursement using the form ("Project Reimbursement Form") provided by the Department through the Department Online Grant Administration System ("OLGA"). The Grantee shall submit Project Reimbursement Forms no more frequently than once a month and within 90 days from incurrence of Eligible Project Costs. Project Reimbursement Forms must be supported by third party evidence. The Department shall have the right to request additional details. The Grantee shall provide information within 30 days of the Department's request for additional information. The Department will make reimbursement of approved Eligible Project Costs within 30 days of the Department's receipt and approval of Grantee's Project Reimbursement Form. The Grantee shall submit its final reimbursement request to the Department within 90 days of expiration of funding for the Project Agreement.

**§ 3.3** The Department shall have the right, in its sole discretion, to withhold reimbursement for Project Reimbursement Forms or line items in Project Reimbursement Forms found to be incomplete or not in conformance with the requirements of this Agreement or the associated Project Agreement. The Department will notify the Grantee of the basis for withholding total or partial reimbursement and will work with the Grantee to resolve disputed items.

**§ 3.4** Reimbursement by the Department is not a waiver of Department's claim that said cost violates this Agreement or Project Agreement. Reimbursement is not a final decision by the Department as to validity of the cost as an Eligible Project Cost.

**§ 3.5** Any reimbursement paid to the Grantee by the Department not in accordance with the provisions of this Agreement, associated Project Agreement, or Federal, State, or local law, shall be repaid to the Department by the Grantee within 60 days of the Department's written notice to the Grantee of the repayment obligation.

**§ 3.6** The Grantee is responsible for payment of all third-parties performing work on behalf of the Grantee ("Contractors"). The Grantee shall attach copies of Contractors' invoices to each Reimbursement request.

**§ 3.7** The Grantee shall remit payment to Contractors within five business days of receipt of reimbursement from Department. If, for any reason, the Grantee cannot remit payment to Contractor within five days, the Grantee shall immediately notify the Chief Financial Officer of the Department ("CFO") in writing, inform the CFO of the date Grantee will remit payment to its Contractors, and deposit the reimbursement funds received in an interest bearing account. The Grantee shall use all interest proceeds toward the Project, reducing the funding obligation of the Department outlined in the Project Agreement. Depending upon the Grantee's revised Contractor payment date, the Department may require the Grantee to repay the funds to the Department. If the Grantee fails to comply with this provision, the Department will require the Grantee to prepay Contractors prior to submitting Project Reimbursement Forms.

**§ 3.8** With the exception of debt service specifically identified in a Project Agreement, the Grantee may not seek reimbursement for interest payments or charges on debt financing vehicles used to fund Projects.

#### **ARTICLE 4. LAPSE OF FUNDS**

§ 4.1 A Project Agreement obligates the Grantee to undertake and complete a Project within the period from the Project Start Date to the Project Expiration Date as identified in the Project Agreement. The Department shall not provide any Reimbursement for any expenses incurred after the Project Expiration Date.

§ 4.2 The Grantee's submission of a Project Reimbursement Form marked "Final," is Grantee's certification that it has completed the Project.

§ 4.3 The Department will withdraw any remaining Commonwealth transportation funds allocated for the Grantee's Project for which a final Project Reimbursement Form has been submitted and paid. Withdrawn funds will be allocated to other projects.

#### **ARTICLE 5. MAINTENANCE OF RECORDS**

§ 5.1 The Grantee shall maintain all books, accounting records, and any other documents supporting the Grantee's activities and costs for every Project Agreement. The Grantee shall maintain such records for four years from the end of the state fiscal year (June 30) in which the final payment is made.

The Grantee shall maintain records pertaining to facilities for the Useful Life of the facility. The Grantee shall maintain records pertaining to land in perpetuity. The Grantee shall require Contractors to similarly maintain their books, accounting records, and any other documents supporting the Contractors' activities and costs incurred, and require Contractors contain a similar provision in their contracts with subcontractors.

#### **ARTICLE 6. AUDIT AND INSPECTION OF RECORDS**

§ 6.1 The Grantee and Contractors shall permit the authorized representatives of the Department to inspect and audit their records related to the performance of this Agreement. Acceptable records are original documents (such as timesheets, travel reimbursements, invoices, receipts, etc.) that are the basis



of entries on the Payment Reimbursement Forms. The Department may require the Grantee to furnish certified reports of all expenditures under any contracts or subcontracts.

**§ 6.2** The Grantee must follow the requirements of 2 C.F.R. pt. 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." A Single Audit<sup>1</sup> is required when an entity spends \$750,000 or more of Federal funds in a year. The Grantee must maintain auditable records and adequate supporting documentation. Grantees spending less than \$750,000 of Federal assistance during any one fiscal year are not required to undergo a Single Audit unless specifically requested by the Department. The Department reserves the right to require any recipient of State funds to undergo an audit the scope of which will be defined by the Department and performed on any matter relating to a Project Agreement.

**§ 6.3** If an independent Certified Public Accountant, other auditor, the Department, or any other party conducting an authorized audit finds the Grantee to be out of compliance with any provision of this Agreement, any Project Agreement, or any relevant Federal, State, or local law or regulation, the Grantee must provide a satisfactory corrective action plan to the Department within 60 days of notification of that finding. The scope of any audit conducted must include expenditures made by Contractors and any other recipients of pass-through funds.

**§ 6.4** The Grantee agrees if any audit finds payments by the Department were (1) unsupported by acceptable records, or (2) in violation of any other provisions of this Agreement or associated Project Agreement, within 60 days of audit findings, the Grantee will promptly refund unsupported payments or payments found in violation.

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<sup>1</sup> Single Audit is an annual audit where all non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*, and applicable U.S. DOT "Single Audit" requirements of 2 C.F.R. pt. 1201, which incorporate by reference 2 C.F.R. part 200.

§ 6.5 The Grantee must submit audited financial statements to the Department within six months following the end of the Grantee's fiscal year to:

Virginia Department of Rail and Public Transportation  
Attention: Audit Manager  
600 East Main Street, Suite 2102  
Richmond, VA 23219

§ 6.6 The Grantee shall include language consistent with this Article in its contracts with Contractors to provide the Department the same access to Contractors' books and records, and requiring the Contractors to include language consistent with this Article in all subcontracts.

#### **ARTICLE 7. PROCUREMENT OF SERVICES**

§ 7.1 If the Grantee is not subject to the Virginia Public Procurement Act, then the Grantee shall utilize, and require its Contractors to utilize, competitive processes as follows:

- .1 for procurement of professional services as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive negotiation process acceptable to the Department that is similar to applicable portions of the process set forth in §§ 2.2-4302.2 and 2.2-4303.B of the *Code of Virginia* (1950), as amended. Additional information regarding procedures for procurement of professional services can be found at §§ 2.2 and 3.1 of the most recent edition of the Commonwealth's Construction and Professional Services Manual ("CPSM");
- .2 for procurement of construction services, a nonprofessional service as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive bidding process acceptable to the Department that is similar to applicable portions of the process set forth in §§ 2.2-4302.1 and 2.2-4303.D of the *Code of Virginia* (1950), as amended. Additional information regarding procedures for procurement of construction services can be found at § 7.1 of the most recent edition of the CPSM; and

.3 for procurement of nonprofessional services other than construction services as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive sealed bidding or a competitive negotiation process acceptable to the Department that is similar to applicable portions of the processes set forth in §§ 2.2-4302.1, 2.2-4302.2, and 2.2-4303.C of the *Code of Virginia* (1950), as amended.

§ 7.2 The Department reserves the right to review and approve, in advance, any request for proposals or solicitation to bid. The Department also reserves the right to require that the Grantee not execute any contract, amendment, or change order thereto, or to obligate itself in any manner with any third party with respect to the Grantee's rights, duties, obligations, or responsibilities under this Agreement or any Project Agreement unless and until authorized to do so in writing by the Department.

#### **ARTICLE 8. ASSIGNMENTS**

§ 8.1 Assignment of any portion of this Agreement or of any Project Agreement must be preapproved by the Department in writing.

#### **ARTICLE 9. TERM, ENTIRE AGREEMENT, AND AMENDMENT**

§ 9.1 This Agreement shall be effective immediately upon its execution.

§ 9.2 This Agreement, and associated Project Agreements, constitute the entire and exclusive agreement between the Parties relating to all specific matters covered therein. All prior or contemporaneous verbal or written agreements, understandings, representations, and/or practices relative to the foregoing are hereby superseded, revoked and rendered ineffective for any purpose.

§ 9.3 The execution of this Agreement and any associated Project Agreements may include electronic signatures using Personal Identification Number (PIN) based access.

§ 9.4 In order to effect a uniform set of terms governing Grant Transactions, effective as of the date of this Agreement, the Grantee and Department agree the terms of this Agreement supersede any and all

previous Master Agreements previously entered between the parties. Any ongoing Project Agreements will be governed by the terms of this Agreement.

#### **ARTICLE 10. NOTICES AND DESIGNATED REPRESENTATIVE**

**§ 10.1** All notices or communications with respect to this Agreement and associated Project Agreements shall be in writing and shall be deemed delivered (a) by hand, upon day of delivery, (b) by prepaid overnight delivery service, upon the next business day or (c) by U.S. Mail, certified, postage prepaid, return receipt requested, on the third business day following mailing. All notices or communications with respect to this Agreement and associated Project shall be delivered to the addresses set forth below or such other addresses as may be specified by a party.

Designated  
Representative:

Department:

Virginia Department of Rail and Public Transportation  
600 East Main Street, Suite 2102  
Richmond, VA 23219  
Attention: Chief Financial Officer  
Chief of Public Transportation

Grantee:

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
E-MAIL ADDRESS

#### **ARTICLE 11. TERMINATION OF PROJECT AGREEMENT**

**§ 11.1 Grantee's Termination for Convenience.** At any time, the Grantee may terminate a Project Agreement for its convenience by providing written notice to the Department. The termination will be

effective 30 days after the Department's receipt of the Grantee's notice. Upon such termination, the Grantee will repay all funds received from the Department pursuant to the Project Agreement.

## **§ 11.2 Grantee's Termination for Cause**

**§ 11.2.1** The Grantee may terminate a Project Agreement for cause by providing written notice to the Department.

**§ 11.2.2** The Department will have 90 days from receipt of the Grantee's notice, or such longer time as agreed by the Parties, to cure the breach ("Department's Cure Period"). If the breach remains uncured at the end of the Department's Cure Period, the termination shall be effective the day after expiration of the Department's Cure Period.

**§ 11.2.3** If a Project Agreement is validly terminated pursuant to Section 11.2, the Grantee will not be required to repay funds disbursed by the Department and are confirmed as Eligible Project Costs by the Department's audit.

## **§ 11.3 Department's Termination for Convenience**

**§ 11.3.1** At any time, the Department may terminate a Project Agreement for its convenience by providing written notice of termination to the Grantee. Upon receipt of notice, the Grantee shall cease all Project work as soon as is practicable and refrain from entering into contracts in furtherance of the Project. The termination shall be effective 10 Days after the Grantee's receipt of the Department's notice.

**§ 11.3.2** If the Department terminates a Project Agreement pursuant to Section 11.3, the Grantee will not be required to repay funds disbursed by the Department prior to the effective date of the termination and are confirmed Eligible Project Costs by the Department's audit. The Grantee may seek reimbursement for Eligible Project Costs for which it has not previously sought reimbursement incurred prior to the effective date of the termination.

**§ 11.3.3** The Grantee waives all claims for damages and expenses related to a termination by the Department pursuant to Section 11.3.

**§ 11.4 Department's Termination for Cause**

**§ 11.4.1** The Department may terminate a Project Agreement for cause by written notice to the Grantee upon the Grantee's breach, insolvency, or assignment for benefit of creditors.

**§ 11.4.2** The Grantee shall have 30 Days from receipt of notice, or such longer time as agreed by the Parties, to cure or provide assurances acceptable to Department of solvency ("Grantee's Cure Period"). If the breach remains uncured at the end of the Grantee's Cure Period, the termination shall be effective the day after expiration of the Department's Cure Period.

**§ 11.4.3** If the Department terminates a Project Agreement for cause, the Grantee shall repay the Department all funds received pursuant to a Project Agreement, and shall not be entitled to further repayment. The Grantee shall make such payment within 60 days following effective day of termination.

**ARTICLE 12: FORCE MAJEURE**

**§ 12.1** Force Majeure Event means fire, flood, war, rebellion, terrorism, riots, strikes, or acts of God, which may affect or prevent either Party from timely or properly performing its obligations under this Agreement.

**§ 12.2** Delays caused by a Force Majeure Event shall not be deemed a breach or default under this Agreement. A Force Majeure Event will automatically result in a day-for-day extension to the performance period if any is specified in the Project Agreement. If the Department determines a Force Majeure Event renders Project Completion impossible or impractical, the Department may terminate the Project Agreement pursuant to Section 11.3.

**§ 12.3** Within five days of occurrence, the Grantee will provide the Department written notice and documentation of the Force Majeure Event requesting relief necessary, and detailing required additional investigation, and analysis to determine extent of delay and remedy. Within 15 days of receipt of the Grantee's submission, the Department shall review the submission and determine whether the Grantee is entitled to the requested relief. Within 30 days of the Department's determination, the Grantee may appeal by requesting Director review. The Director's written decision is final.

### **ARTICLE 13. LIABILITY AND INSURANCE**

**§ 13.1** The Grantee shall be responsible for damage to life and property, including environmental pollution and/or contamination, arising from (a) its Contractors, subcontractors, agents and employees activities related to this Agreement or any associated Project Agreement and (b) any subsequent use of the Project.

**§ 13.2** The Grantee shall carry sufficient insurance or have a sufficient self-insurance program to cover the risks for work performed under this Agreement and any associated Project Agreement. If the Grantee's insurance fails to cover agents, Contractors or subcontractors, the Grantee will require agents, Contractors and subcontractors performing work on Projects to carry insurance sufficient to cover risks associated with activities associated with a Project. Insurance purchased by the Grantee, its agents, Contractors, or subcontractors, shall list the Commonwealth, the Department, the Virginia Department of Transportation, and the officers, agents and employees of these entities as additional insureds.

**§ 13.3** To the extent allowable by law, the Grantee shall indemnify, defend and hold harmless the Commonwealth, the Department, the Virginia Department of Transportation, and their officers, agents, and employees of these entities from and against all damages, claims, suits, judgments, expenses, actions and costs of every name and description, arising out of or resulting from any act or omission by

the Grantee, its Contractors, subcontractors, agents or employees in the performance of the work covered by this Agreement or associated Project Agreement.

§ 13.4 The obligations of this Article shall survive the termination or completion of this Agreement and any Project Agreement and the Department's payment.

#### **ARTICLE 14. CONFLICT OF INTEREST**

§ 14.1 The State and Local Government Conflict of Interests Act, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950), as amended, shall apply if the Grantee is a local or state government, or a local or state governmental agency, commission, or authority.

§ 14.2 The following shall apply if the Grantee is not subject to the State and Local Government Conflict of Interests Act, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950), as amended:

.1 The following definitions shall apply concerning conflict of interest provisions in this Agreement and any associated Project Agreement:

“Contract” or “agreement” means any agreement, including any contract or subcontract, whether written or not, to which the Grantee is a party, or any agreement on behalf of the Grantee, including any contract or subcontract, which involves the payment of funds appropriated by the General Assembly of Virginia distributed pursuant to or subject to this Agreement or any associated Project Agreement.

“Employee” means any person employed by the Grantee, whether full time or part time.

“Thing of pecuniary value” means any thing having a monetary value including gifts, loans, services, securities, tangible objects, and business and professional opportunities.



.2 Other than the salary and remuneration received from the Grantee as a normal attribute of employment with the Grantee, no employee of the Grantee shall solicit, offer to accept, or accept, any money or other thing of pecuniary value or financial benefit or advantage, for the employee or for any other person, especially for any of the following reasons:

- a. in consideration of the use of the employee's position or status with the Grantee to obtain for any person or business any employment with or any contract with the Grantee or with any Contractor, subcontractor, or supplier of the Grantee, including any consulting or professional services contract.
- b. from any person or business other than the Grantee for performing any services for the Grantee in connection with any projects funded pursuant to or subject to this Agreement or any Project Agreement written hereunder.
- c. from any person or business other than the Grantee for rendering any decision or directing any course of action in connection with any Projects funded pursuant to or subject to this Agreement or any Project Agreement.

.3 If any contract is obtained in violation of this Article or if the terms of this Article are violated, the Department may require the Grantee to take whatever legal action is necessary to rescind, void, invalidate, or cancel such contract or other action taken and/or to recover any funds paid in violation of the provisions of this Article, and remit recovered funds to the Department.

#### **ARTICLE 15. COVENANT AGAINST CONTINGENT FEES**

**§ 15.1** The Grantee warrants that it has not, and shall not, employ or retain any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure a Project Agreement, and that it has not, and shall not, pay or agree to pay any company or person, other than a bona fide

employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of a Project Agreement. Upon breach or violation of this Article, the Department shall have the right to terminate this Agreement or any Project Agreement pursuant to Section 11.4 of this Agreement.

#### **ARTICLE 16. NON-DISCRIMINATION**

**§ 16.1** In the solicitation or awarding of any contracts directly related to this Agreement or any associated Project Agreement, the Grantee shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Virginia law relating to discrimination in employment.

**§ 16.2** During the performance of this Agreement or any associated Project Agreement, the Grantee agrees as follows: (a) the Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by Virginia law relating to discrimination in employment. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) the Grantee, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, will state that the Grantee, where applicable, is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**§ 16.3** In all solicitations, either by competitive bidding or negotiation made by the Grantee for work to be performed under a contract, including procurement of materials or equipment, each potential Contractor shall be notified by the Grantee of the Grantee's obligations under this Agreement and the

regulations relative to nondiscrimination on the grounds of age, race, religion, sex, color, disability or national origin.

#### **ARTICLE 17. DRUG-FREE WORKPLACE**

§ 17.1 During the performance of this Agreement and any Project Agreement, the Grantee agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Grantee that the Grantee maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

#### **ARTICLE 18. SMALL, WOMEN, AND MINORITY (SWAM) BUSINESSES**

§ 18.1 The Grantee is encouraged to seek and use Small, Women, and Minority (“SWAM”) enterprises in relation to any Project Agreement issued pursuant to this Agreement. § 2.2-4310 of the *Code of Virginia* (1950), as amended, addresses SWAM enterprises.

## **ARTICLE 19. PERSONS WITH DISABILITIES**

§ 19.1 The Grantee, its agents, employees, assigns or successors, and Contractors, shall comply with the provisions of the Virginians with Disabilities Act (§ 51.5-40 through § 51.5-46 of the *Code of Virginia* (1950), as amended), the terms of which are incorporated herein by reference.

## **ARTICLE 20. NONRESTRICTIVE CLAUSE**

§ 20.1 Solicitation documents will be based upon clear and accurate descriptions of the technical requirements for the material, product, or service to be procured. The descriptions will not contain features that unduly restrict competition.

## **ARTICLE 21. SPECIFIC PROJECT CONSIDERATIONS**

§ 21.1 The Americans with Disabilities Act (“ADA”) established universal access by requiring complementary paratransit services to be provided for visitors if they have been certified as “ADA paratransit eligible” by a public entity. If the Grantee provides paratransit services, the Grantee must honor the certification of a visitor qualified by another public entity for a period of 60 days during a calendar year. The visiting rider shall not have to provide any additional documentation, or participate in interviews or any other reviews to gain the complementary certification. If the visitor needs service beyond the 60 days in a calendar year, the visitor must go through the paratransit system’s qualification process.

§ 21.2 Any motor vehicles purchased under this grant shall comply with Motor Vehicle Safety Standards as established by the United States Department of Transportation and with the Motor Vehicle Standards of the *Code of Virginia* (Title 46.2).

§ 21.3 The Department requires a systematic, multi-disciplined approach design to optimize the value of each dollar spent on a Project through the engagement of a team of architects, engineers or other professionals to identify, analyze and establish a value for a function of an item or system Value

Engineering (“VE”) for any project with a total cost in excess of \$10 million (“Major Capital Projects”). A Major Capital Project is usually identified during the application review process. VE for a Project should be performed early in the design process before major decisions have been completely incorporated into the design, at or near the end of preliminary engineering (“PE”) or at 30 percent of design. Some large or complex projects may require more than one VE study over their duration. For Major Capital Projects, upon completion of the VE phase, the Grantee shall submit the VE report to the Department. The Department may also require that VE be performed on individual Projects that do not qualify as Major Capital Projects. The Grantee is encouraged to conduct VE on all Projects for construction, including bus maintenance and storage facilities, as well as on those Projects regarding revenue railcar acquisition and rehabilitation.

**§ 21.4** The Department encourages the Grantee to confer with other transit operations and maintenance experts in order to benefit from their experiences and to improve the performance of the process or product being reviewed (“Peer Review”). Although the Grantee is encouraged to conduct a Peer Review with all capital projects, the Department may require Peer Review in some instances.

**§ 21.5** The Grantee is encouraged to perform crime prevention reviews during the design phase of all Department-funded transit facilities with particular focus on the incorporation and use of crime prevention through environmental design techniques. This review should be carried out as a project intended to improve and increase the safety and security of an existing or planned transit system or facility for both transit patrons and transit employees. The level of the review should complement the size and scope of the Project. Local crime prevention professionals should be included in the review process. Review documentation should remain on file by the Grantee and be available for Department review upon request.

## **ARTICLE 22. SPECIAL CAPITAL PROVISIONS**

§ 22.1 The purchase of all equipment and services, and the construction of any facilities financed in whole or in part pursuant to a Project Agreement (“Project Equipment” and “Project Facilities”), shall be undertaken by the Grantee in accordance with Article 7 of this Agreement, Virginia law, and accepted good business practices. All plans, specifications, estimates of costs, award of contracts, performance and acceptance of work, and procedures in general are subject at all times to all applicable laws, rules, regulations, and orders. The Department reserves the right to review and approve all solicitations for purchase of equipment, facilities, and services prior to their issuance by the Grantee.

§ 22.2 The Grantee agrees that the Project Equipment and Project Facilities shall remain in service in the area and be used for the purpose for which they were purchased for the duration of the Useful Life. Useful Life will be defined by the Grantee utilizing Generally Accepted Accounting Principles, Internal Revenue Service or other industry practice standard agreeable to Department. If any Project Equipment or Project Facilities is not used for the intended purpose defined in the Project Agreement during the Project Equipment’s and Project Facilities’ Useful Life, the Grantee shall immediately notify the Department. In the case of Project Equipment, the Department shall have the option of requiring the Grantee either to transfer title to the Project Equipment to the Department or to remit to the Department an amount equal to a proportional share of the fair market value remaining in the Project Equipment based upon the Department’s ratio of participation detailed in the Project Agreement. In the case of Project Facilities, the Grantee shall remit to the Department the proportional share of the remaining fair market value of the Project Facilities based upon the ratio of the Department’s participation detailed in the Project Agreement. The Grantee shall keep records of the use of the Project Equipment and Project Facilities for review by the Department upon request.

§ 22.3 At any time, the Grantee shall permit the Department or its authorized representatives to inspect all vehicles, Project Facilities and Project Equipment; all transportation services rendered by the Grantee using such vehicles, Project Facilities or Project Equipment; and all relevant Project data and records.

§ 22.4 The Grantee shall maintain, in amount and form satisfactory to the Department, and in accordance with the laws of the Commonwealth, such insurance or self-insurance adequate to protect Project Facilities or Project Equipment and persons using such Project Facilities or Project Equipment throughout their use. The Department will be named as an additional insured.

§ 22.5 With regard to contracts for construction or facility improvement totaling less than \$250,000, the Grantee shall follow its own requirements relating to bid guarantees, performance and payment bonds. For contracts in excess of \$250,000, the Grantee shall adhere to the following minimum requirements:

- A bid bond from each bidder from a surety company legally authorized to do business in Virginia. The amount of the bid bond shall not exceed five percent (5%) of the bid price. This bid bond is a guarantee that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- A performance bond for 100% of the contract price.
- A payment bond for 100% of the contract price.
- In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check in the amount required for the bond.
- The Grantee shall seek Department approval of its bonding policy and requirements if they do not comply with these criteria.

§ 22.6 When any motor vehicle is purchased with funds supplied by the Department pursuant to this Agreement or any associated Project Agreement, the Department reserves the right, in its sole discretion, to require that a lien or security interest be placed upon the title of said vehicle to secure the amount of

the funds supplied by the Department, with the lien or security interest to be perfected and recorded upon the certificate of title in the manner prescribed by law, with the certificate of title to be sent to the Department.

### **ARTICLE 23. MISCELLANEOUS PROVISIONS**

**§ 23.1** This Agreement and any Project Agreement shall, in all respects, be governed by the laws of the Commonwealth without giving effect to its principles of conflicts of law. Nothing in this Agreement or any Project Agreement shall constitute a waiver of sovereign immunity. Any legal action concerning this Agreement or any Project Agreement shall be brought in a Circuit Court of the Commonwealth.

**§ 23.2** The Grantee shall comply with all of the requirements specified in an associated Project Agreement, as well as all related and relevant Federal, State, and local law and regulations.

**§ 23.3** If any term or provision of this Agreement or any Project Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the legality, validity, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement or any Project Agreement shall be binding upon the Parties.

**§ 23.4** All provisions of this Agreement and any Project Agreement shall be binding upon the Parties and their respective successors and assigns.

**§ 23.5** Upon the Department's request, the Grantee shall appoint one principal representative selected by the Department to the oversight board of any public transit service provider on which the Commonwealth is not already represented by a principal member and which benefits from state funding provided to the Grantee. If the members of an oversight board are determined through public election, or if complying with this requirement will violate a federal or state statute or General Assembly authorization, this provision shall not apply.



§ 23.6 The Grantee shall adhere to the current grant administration requirements issued by the Department and if required by the Department maintenance of asset inventory and performance reporting through OLGA.

§ 23.7 Any repayment by the Grantee to the Department for funds granted by the Department pursuant to this Agreement and any associated Project Agreement shall also require the payment of interest using the prevailing statutory legal rate of interest established by the Virginia General Assembly, calculated from the date Reimbursement was made by the Department to date of repayment by the Grantee.

§ 23.8 All covenants and provisions of this Agreement shall be made expressly a part of any contracts executed by the Grantee, and shall be binding on the Contractors, their agents, and employees.

#### **ARTICLE 24. UNAUTHORIZED ALIENS**

§ 24.1 The Grantee certifies that it does not, and that it shall not, during the performance of this Agreement and any Project Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (the Act). The Grantee will also contractually require any Contractors who participate in any Project funded pursuant to this Agreement and any Project Agreement to comply with this provision. Unauthorized alien means, with respect to the employment of an alien (which is defined as any person not a citizen or national of the United States), at a particular time, that the alien is not at that time either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by the Act or by the United States Attorney General.

*Remainder of page intentionally blank*

IN TESTIMONY THEREOF, the Parties have caused this Agreement to be executed, each by its duly authorized officers, all as of the day, month, and year first written.

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**

BY: \_\_\_\_\_  
DIRECTOR DATE

WITNESS: \_\_\_\_\_  
(NAME AND TITLE) DATE

**CITY OF KINGSPORT, TENNESSEE**

BY: \_\_\_\_\_  
CHIEF EXECUTIVE OFFICER DATE

WITNESS: \_\_\_\_\_  
(NAME AND TITLE) DATE



## AGENDA ACTION FORM

### Enter into an Agreement with Cintas for Uniform Rental Services for School Maintenance Department Utilizing Omnia Partners Cooperative

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

Action Form No.: AF-74-2020  
 Work Session: March 23, 2020  
 First Reading: N/A

Final Adoption: March 24, 2020  
 Staff Work By: Committee  
 Presentation By: David Frye

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Kingsport City Schools requested a proposal from Cintas for Uniform Rental Services for the Schools Maintenance Department. The proposal includes pricing to provide work uniforms that meet the requirements specified by the US Internal Revenue Service. Services provided include onsite measuring, delivery and pickup to locations across district, garment cleaning, repair and or replacement of damaged garments.

The proposed pricing is based on the Omnia Partners Cooperative Contract# R-BB-19002. Omnia Partners (formerly National IPA and US Communities) is a cooperative purchasing organization for public sector procurement. All Omnia contracts have been competitively solicited and publicly awarded by lead agencies using applicable procurement laws and regulations.

The Board of Education approved the proposal from Cintas on March 10 and it is now recommended that the Board of Mayor and Aldermen approve the resolution to enter into an agreement with Cintas for Uniform Rental Services for the not to exceed annual amount of \$28,735.20.

Funding is identified in Schools Account # 141-7250-822.03-35.

#### Attachments:

1. Resolution
2. Recommendation Memo
3. Cintas Proposal

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT FOR UNIFORM RENTAL SERVICES FOR THE  
KINGSPORT SCHOOLS MAINTENANCE DEPARTMENT  
THROUGH THE OMNIA PARTNERS COOPERATIVE

WHEREAS, the city would like to enter into an agreement to purchase uniform rental services for the Kingsport City Schools Maintenance Department from Cintas; and

WHEREAS, the city is a member of Omnia Partners Cooperative (formerly National IPA and US Communities), a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, in order to purchase the uniforms, the city will need to enter into an agreement with Cintas for a period of 36 months, in an annual amount not to exceed \$28,735.20; and

WHEREAS, funding is available in # 141-7250-822.03-35.

Now therefore,

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

SECTION I. That the mayor is authorized to execute an agreement with Cintas to purchase uniform rental services for a term of 36 months, in an annual amount not to exceed \$28,735.20.

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

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

ADOPTED this the 24th day of March, 2020.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David Frye , Chief Finance Officer

DATE: March 16, 2020

SUBJECT: Cintas Uniform Rental Agreement

Kingsport City Schools received a proposal from Cintas for Uniform Rental Services for the Schools Maintenance Department. The proposal includes pricing to provide work uniforms that meet the requirements specified by the US Internal Revenue Service.

Employees will be measured onsite and several sets of uniforms will be provided. The cost of the service includes: delivery and pickup of uniforms to specified locations, cleaning, repair and replacement of damaged garments. The pricing proposed is based on the Omnia Partners Cooperative Contract# R-BB-19002.

Omnia Partners (formerly National IPA and US Communities) is a cooperative purchasing organization for public sector procurement. All Omnia contracts have been competitively solicited and publicly awarded by lead agencies using applicable procurement laws and regulations.

It is recommended that the Board of Mayor and Aldermen approve the proposal submitted by Cintas for Uniform Rental Services for the not to exceed annual ammout of \$28,735.20.



Proposal For:		City of Kingsport Schools
Date:	2/13/2020	Omnia Contract # R-BB-19002

Items	Quantity	Unit Price	Weekly Cost
Work Shirts (65/35)	220	\$0.220	\$48.40
Short Sleeve Work Shirts (65/35)	770	\$0.220	\$169.40
Cargo Pants	990	\$0.320	\$316.80
Work Jackets	40	\$0.450	\$18.00
<b>Total Weekly Cost</b>			<b>\$552.60</b>
<b>* Price includes garment insurance (covers cost of damaged garments, repaired garments, replacement garments, emblems, and prep charges)</b>			
Cintas Representative:		Rob Nester Uniform Sales Representative 606-232-1141 nesterr@cintas.com	