



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, July 6, 2020, 4:30 p.m.
City Hall, 225 W. Center St., Council Room**

Board of Mayor and Aldermen

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

Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
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. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare or all concerned in light of the COVID-19 virus.
4. Homeless Initiative – Jonathan Anderson & Erin Gray
5. Review of Items on July 7, 2020 Business Meeting Agenda
6. Adjourn

Next Work Session July 20

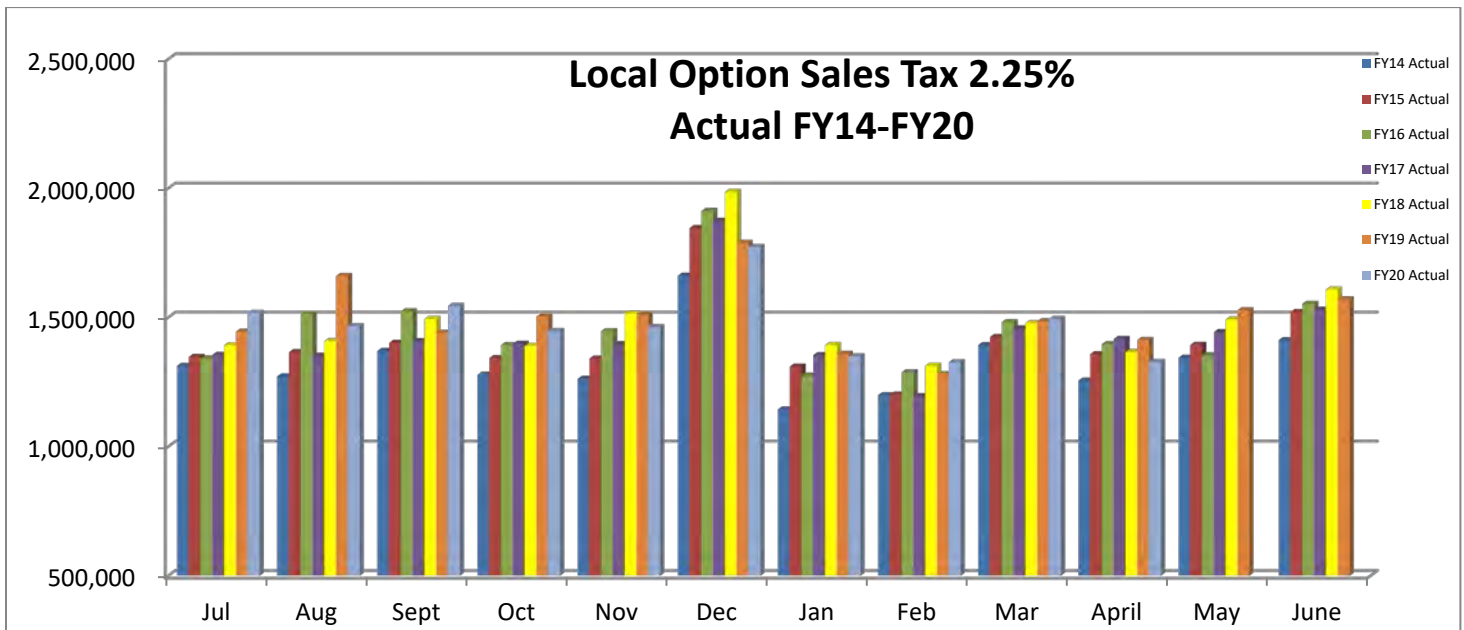
BMA Report, July 6, 2020

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 FY20 Over/ Under Budget	FY20 Over/Under Prev. Year Actual	% of Growth 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	\$ 1,392,899	\$ 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	\$ 1,326,133	\$ 1,291,256	\$ 34,877	\$ 45,979	3.59%	2.70%
Mar	\$ 1,392,759	\$ 1,424,090	\$ 1,481,645	\$ 1,457,518	\$ 1,477,699	\$ 1,484,980	\$ 1,493,996	\$ 1,491,207	\$ 2,789	\$ 9,016	0.61%	0.19%
April	\$ 1,255,243	\$ 1,357,635	\$ 1,396,651	\$ 1,416,452	\$ 1,366,099	\$ 1,412,517	\$ 1,327,490	\$ 1,428,727	\$ (101,237)	\$ (85,027)	-6.02%	-7.09%
May	\$ 1,343,786	\$ 1,393,582	\$ 1,353,162	\$ 1,442,890	\$ 1,492,028	\$ 1,527,469	\$ 1,502,537	\$ 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	\$ 14,706,910	\$ 17,934,000	\$ (145,099)	\$ (177,309)	-0.98%	-0.80%



City of Kingsport

July 7, 2020

Project Status in Pictures

1 Preston Forest Park

Grading for the walking path is nearly complete and the concrete work is about 75% complete.

3 DBHS

An ADA parking lot project is happening at the DB track, including a retaining wall and new ADA parking spaces.

2 Allendale Tank Rehabilitation

The tank received a deep clean, including sandblasting the inside, and fresh paint. This tank project is complete.

4 Wilcox Overpass

Crews are continuing to landscape around the overpass with the project close to completion.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	City staff working on ROW phase. Notices of proposed acquisition have been mailed and we are in process of hiring appraisal consultants.
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	Wet well pre-work inspection complete - results favorable. FM E/I/B continues down Greenbelt. Demo still ongoing inside pump station.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig working in NEPA phase.
\$3,312,698.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	7/31/2020	installation of finishes on 4th & 5th floors continue.
\$2,888,300.00	Niki Ensor	Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	8/28/2020	73 of the 95 remote sites are online. Progress meeting held 5/28/20
\$2,508,812.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/18/2021	Engineers are reviewing submittals
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Consultant is working on NEPA document.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Architect is working on plans and having discussions with staff.
\$2,225,522.00	Ryan McReynolds	City Hall Relocation - Phase 2	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	12/23/2020	Metal stud framing has started on first floor.
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	9/3/2021	Contractor to begin work in the fall.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$1,131,898.15	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	5/28/2021	Summers-Taylor is low bidder and TDOT has concurred with the bid. Bringing recommendation to award to July 6&7 BMA meeting.
\$1,131,898.15	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Summers-Taylor is low bidder and TDOT has concurred with the bid. Bringing recommendation to award to July 6&7 BMA meeting.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Barge has been given survey data for West Park Development. Needs as built survey data. Still working on NEPA
\$1,000,000.00	Michael Thompson	Area 11b Asphalt Paving	Paving of asphalt streets in Upper Sevier Terrace (area between Fairview, W. Stone Drive, Lynn Garden Dr)	8/1/2020	City crews to begin work in this area mid July.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)	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]	8/25/2020	Subgrade grading continuing, preparation for retaining wall installation underway.
\$873,345.88	Chad Austin	2019 I & I Sewer Rehab/Replacement	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	Contractor to return to area on 6/22/2020.
\$699,000.00	Niki Ensor	Hillcrest & Allandale Water Storage Tank Rehabilitation	Will be a partial rehabilitation Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	Allandale Tank is complete. Paint is on 7 day cure before putting tank back on line. Contractor to begin staging Hillcrest Tank site this weekend.
\$464,703.10	Chad Austin	Border Regions Sanitary Sewer Extension - Tri Cities Crossing Area	Sanitary sewer extension in the vicinity of the Tri Cities Crossing proposed development	8/1/2020	Contractor is installing sewer through the Taylor Property.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$197,791.00	Kitty Frazier	Riverfront Parking Facility	Construction of a 23 space parking lot on the south side of Industry Drive.	11/24/2020	Bids were opened 6/23/2020. Staff is moving forward with contract documents for the low bid of \$197,791 from Goins, Rash, Cain, Inc.
\$135,715.47	Kitty Frazier	Preston Forest Park - Trails and Parking Improvements	Construction of parking and trails in Preston Forest Park.	8/31/2020	Grading nearing completion. Concrete work is approximately 75% complete.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, July 7, 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 – Mayor Shull

III.A. ROLL CALL

III.B. A determination by the board that meeting electronically with limited physical presence of the public at the meeting is necessary to protect public health, safety, and welfare or all concerned in light of the COVID-19 virus.

IV.A. RECOGNITIONS & PRESENTATIONS

1. Recognition of Ms. Maggie Seymour – Mayor Shull

IV.B. APPOINTMENTS

1. Appointment to PETWORKS (AF: 184-2020) (Mayor Shull)
 - Appointment
2. Appointment to the Stormwater Appeals Board (AF: 185-2020) (Mayor Shull)
 - Appointment
3. Appointments to the Regional Planning Commission (AF: 188-2020) (Mayor Shull)
 - Appointments
4. Appointments to the Employee Dependent Scholarship Program (AF: 183-2020) (Mayor Shull)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – June 15, 2020
2. Business Meeting – June 16, 2020

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District) (AF: 169-2020) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
2. Amend Zoning of a Portion of Parcel 3, Tax Map 120 Located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Residential District) (AF: 170-2020) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
3. Vacate Section of Right-of-Way, Formerly Known as Draper Street, Located Adjacent to 628 E Market Street (AF: 64-2020) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of an Ordinance to Appropriate Funding and a Resolution to Execute all Documents Necessary to Amend and Accept a Section 5339 Capital Grant Amendment for FTA Project Number TN-2016-029 from the U.S. Department of Transportation (AF 189-2020) (Chris Campbell)
 - Ordinance – First Reading
 - Resolution
2. Approve Revisions to Sewer Use Ordinance Section 102-226 (C) Table A. User Discharge Restrictions to Reflect change to Silver Monthly Average Discharge Limit in Industrial User Local Limits Evaluation (AF: 194-2020) (Ryan McReynolds)
 - Ordinance – First Reading
3. Budget Adjustment Ordinance for Various Funds in FY20 (AF: 191-2020) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of Property Located at the Intersection of West Stone Drive and Netherland Inn Road from R-3 to B-3 (AF: 157-2020) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
2. Annex and Adopt a Plan of Service for the Worthington Drive Annexation and Amend Zoning (AF: 158-2020) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
3. Appropriate \$75,845 from the U.S. Department of Justice for the Coronavirus Emergency Supplemental Funding Program Grant #2020-H1999-TN-VD (AF: 160-2020) (David Quillin)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Edinburgh Phase 12 Development (AF: 33-2020) (Ryan McReynolds)
 - Resolution
2. Awarding the Bid for Water Treatment Plant and Water Distribution Sites SCADA Master Plan Implementation to Custom Controls (AF: 192-2020)
 - Resolution
3. Execute all Documents Necessary to Apply and Accept a Section 5339 Capital Grant from FTA for Transit Vehicles from the U.S. Department of Transportation (AF: 190-2020) (Chris Campbell)
 - Resolution

4. Amend TDOT Grant Contracts for Phases 1 and 2 of the Stone Drive Multi-Modal Access Project (AF: 167-2020) (Ryan McReynolds)
 - Resolution – Phase 1
 - Resolution – Phase 2
5. Award Bid to Summers-Taylor, Inc. for Stone Drive Multi-Modal Access Project Phases 1 and 2 (AF: 168-2020) (Ryan McReynolds)
 - Resolution
6. Amend Contract with CentralSquare Technologies, LLC for the Purchase of TRAKIT (Community Development Software) (AF: 164-2020) (Ryan McReynolds)
 - Resolution
7. Amending CDM Smith Agreement to Include Project Inspection for the Water Facilities Portion of SCADA Master Plan Implementation (AF: 193-2020) (Ryan McReynolds)
 - Resolution

VII. CONSENT AGENDA

1. Approve the Area Agency on Aging and Disability Grant for FY 20-21 (AF: 166-2020) (Shirley Buchanan)
 - Resolution
2. Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 165-2020) (Lesley Phillips)
 - Resolution
3. Release of All Claims for North Carolina Farm Bureau Insurance and its Insured, James Taylor (AF: 171-2020) (Mike Billingsley)
 - Resolution
- ~~4. Extension of Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF: 186-2020) (Jessica Harmon)~~
 - ~~• Resolution~~
5. Rejecting the Award of the Bids and Purchase Orders for Three (3) Extended Cab with Utility Body & One (1) ½ Ton 4X4 Pickup Truck (AF: 174-2020) (Ryan McReynolds, Steve Hightower)
 - Resolution

Withdrawn 7/7/20

VIII. COMMUNICATIONS

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

IX. ADJOURN



AGENDA ACTION FORM

Appointment to PETWORKS

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

Action Form No.: AF-184-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to reappoint John Campbell to PETWORKS for a one additional year. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are typically two years with no term limits. The committee is comprised of nine (9) members of which two (2) are appointed by the Board of Mayor and Aldermen; one (1) appointed by the Sullivan County Humane Society and the remaining six (6) are appointed by PETWORKS.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
John Campbell	7/1/20	1	City of KPT
Jeff Fleming	7/1/21	1	City of KPT
Tom Parham	7/1/21	N/A	Petworks
Carol Perkins	7/1/21	N/A	Humane Society
Gary Andes	7/1/21	N/A	Petworks
Terri Jones	7/1/20	N/A	Petworks
MaryLee Davis	7/1/21	N/A	Petworks
Russell Adkins	7/1/20	N/A	Petworks
Judy Smith	7/1/20	N/A	Petworks

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
John Campbell	7/1/21	2	City of KPT
Jeff Fleming	7/1/21	1	City of KPT
Tom Parham	7/1/21	N/A	Petworks
Carol Perkins	7/1/21	N/A	Humane Society
Gary Andes	7/1/21	N/A	Petworks
Terri Jones	7/1/20	N/A	Petworks
MaryLee Davis	7/1/21	N/A	Petworks
Russell Adkins	7/1/20	N/A	Petworks
Judy Smith	7/1/20	N/A	Petworks

Attachments:

None

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



AGENDA ACTION FORM

Appointment to the Stormwater Appeals Board

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

Action Form No.: AF-185-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Sharon Duncan to the Stormwater Appeals Board as the Regional Planning Commission representative. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The committee is comprised of four (4) members; one (1) Board of Mayor and Aldermen rep., one (1) Planning Commission rep., the Planning Director and the Building Official.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Alderman Phillips	Term of Ofc.	N/A	BMA Rep
Sam Booher	6/30/20	1	PC Rep
Ken Weems	Term of Ofc.	N/A	Planning Director
Keith Bruner	Term of Ofc.	N/A	Bldg. Official

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Alderman Phillips	Term of Ofc.	N/A	BMA Rep
Sharon Duncan	6/30/23	1	PC Rep
Ken Weems	Term of Ofc.	N/A	Planning Director
Keith Bruner	Term of Ofc.	N/A	Bldg. Official

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Regional Planning Commission

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

Action Form No.: AF-188-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint John Moody to a third four-year term to the Regional Planning Commission and to appoint Brad Blackwell to a four-year term replacing Mark Selby. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are four years with no term limits. The commission is comprised of nine (9) members; one (1) Board of Mayor and Aldermen rep., one (1) residing within the regional area and outside of the municipal boundary and seven (7) at-large members.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Alderman Phillips	Term of ofc.	N/A	BMA Rep
Phil Rickman	6/30/23	2	At-large
John Moody	6/30/20	2	At-large
Mark Selby	6/30/20	2	At-large
Paula Stauffer	6/30/23	1	County Rep
Beverley Perdue	6/30/21	2	At-large
Sam Booher	6/30/21	1	At-large
Sharon Duncan	6/30/21	1	At-large
Pat Breeding	6/30/21	1	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Alderman Phillips	Term of ofc.	N/A	BMA Rep
Phil Rickman	6/30/23	2	At-large
John Moody	6/30/23	2	At-large
Brad Blackwell	6/30/23	1	At-large
Paula Stauffer	6/30/23	1	County Rep
Beverley Perdue	6/30/21	2	At-large
Sam Booher	6/30/21	1	At-large
Sharon Duncan	6/30/21	1	At-large
Pat Breeding	6/30/21	1	At-large

Attachments:

1. Brad Blackwell Bio

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

Brad Blackwell

1553 Crescent Drive

Kingsport, TN 37664

bradblackwell3@gmail.com

423-863-4146

I have grown up in Kingsport, and now, since moving back in 2018, am so excited to start raising my young family in this great part of the state and country. I believe this city and this area has a lot to offer, and as many assets and resources that could be utilized in a profound way to attract young professionals and their families to the area and retain them; thus, growing the overall economy.

I graduated from Dobyns-Bennett in 2007, from UT-Knoxville in 2012 and got my MBA from UT in 2015. My father, Dr. Jerry Blackwell, is a cardiologist and formerly the Chief Medical Officer at Ballad Health. My wife, Hannah (Marcum) Blackwell is also a Kingsport native. Her family represents an emergency room physician at Holston Valley Medical Center and owners four separate independent pharmacies in the region. Her late grandfather, Boots Duke, was a local business man and an actively involved member of the community for many years.

Family and close friends have taken notice of my interest to get involved and have strongly encouraged me to explore opportunities for how I could help serve.



AGENDA ACTION FORM

Appointments to the Employee Dependent Scholarship Program

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

Action Form No.: AF-183-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Jennifer Thacker to the Employee Dependent Scholarship Program to her first full term. It is also recommended to appoint Laura Feagins to fulfill an unexpired term. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with one term limit with the Mayor's right to reappoint for one additional term. The committee is comprised of five (5) members of which three (3) are appointed by the City of Kingsport.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Jennifer Thacker	8/1/20	Fulfilling unexpired term	Appointed by City of KPT
Esther Rudolphe	8/1/20	1	Appointed by KHRA
Terry Cunningham	8/1/20	1	Appointed by KHRA
Melissa Sanders	8/1/20	1 (moved)	Appointed by City of KPT
Lora Barnett	8/1/20	1	Appointed by City of KPT

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Jennifer Thacker	8/1/23	1	Appointed by City of KPT
Esther Rudolphe	8/1/20	1	Appointed by KHRA
Terry Cunningham	8/1/20	1	Appointed by KHRA
Laura Feagins	8/1/21	Fulfilling Unexpired Term	Appointed by City of KPT
Lora Barnett	8/1/23	1	Appointed by City of KPT

Attachments:

1. Laura Feagins Bio

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

Laura King Feagins

A native of Wilson, N.C., Laura King Feagins, 47, moved to Kingsport from Charleston, S.C., in 1985. She graduated from Kingsport's Dobyns-Bennett High School in 1990 and received her Bachelor of Science degree in early childhood education from Carson-Newman University, Jefferson City, Tenn., in 1995. She has been a teacher for more than 20 years, holding positions at Andrew Jackson Elementary School, Mountain View United Methodist Church and Colonial Heights Presbyterian Church. After teaching preschool for 7 years at First Friends—First Baptist Church, she now serves as chief substitute.

Laura is a member of Mafair United Methodist Church, where she has served on the Worship Committee, Children's Director Search Committee and Finance Committee. She also served as Stewardship co-chair for six years. Laura also volunteers on the Kingsport Chamber Annual Dinner Committee. She is married to Bob Feagins and they have one son, Higgs. Laura enjoys reading, exercising, the theater, the Symphony and spending time with her family and friends. Most of all, she loves being a wife and mother.

Laura Feagins

**2232 Silverdale Road, Kingsport, 37660
423-963-3830**

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 15, 2020, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice-Mayor Colette George
Alderman Jennifer Adler (via zoom call)
Alderman Betsy Cooper (via zoom call)
Alderman Darrell Duncan (via zoom call)
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
Angie Marshall, City Clerk/Deputy City Recorder
John Morris, Budget Officer
Ken Weems, Planning Manager
Jessica Harmon, Assistant to the City Manager
George DeCroes, Human Resources Manager (via zoom call)
David Quillin, Police Chief (via zoom call)
Jason Hudson, Economic Development Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By City Recorder Cox.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.
Mayor Shull made this declaration and each alderman verbally affirmed.
4. **BRICKYARD UPDATE.** Jason Hudson gave a presentation on this item, pointing out the options were a combination of greenspace and residential or greenspace and light industrial. After speaking with members of the community recommends the combination with residential. There was considerable discussion but the board agreed to move forward with this option.
5. **REVIEW OF AGENDA ITEMS ON THE JUNE 16, 2020 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, June 15, 2020

VI.A.1 Amend Zoning of 1100 Oak Street from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) (AF: 81-2020). Ken Weems presented this item, noting it was owner requested. He stated he had received many communications regarding this rezoning with only three being in favor of it. The Planning Commission voted to send a negative recommendation as this would not comply with the land use and would also result in spot zoning. Vice Mayor George also pointed out there was not enough parking to support this and more variances would have to be approved at a later date. Discussion ensued.

VI.D.1 Amend Fee Resolution for FY21 Fees and Charges Provided for in the City Code (AF: 153-2020). City Manager McCartt pointed out there were minimal changes with most being verbiage adjustments.

VI.D.3 Authorize City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2009 (AF: 116-2020). City Recorder Cox explained this would allow staff to adjust the books because property tax can't be collected after ten years.

VI.D.7 Approval of Issuance of Tax Exempt Revenue Bonds by the Industrial Development Board of the City of Kingsport, Tennessee for the Kingsport West Apartments Project (AF: 163-2020). City Manager McCartt noted this was a requirement. City Attorney Billingsley further stated there was a public hearing in January and there was no liability to the city.

VIII.B Approval of Issuance of Tax Exempt Revenue Bonds by the Industrial Development Board of the City of Kingsport, Tennessee for the Kingsport West Apartments Project. City Recorder Cox provided information on the annual financial report for FY19 and answered questions from the board.

Mayor Shull commented on the arrangements for the public at the business meeting tomorrow night in light of the COVID-19 stipulations.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:00 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 16, 2020, 7:00 PM
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen
Mayor Patrick W. Shull, Presiding
Vice-Mayor Colette George
Alderman Jennifer Adler (via zoom call)
Alderman Betsy Cooper (via zoom call)
Alderman Darrell Duncan (via zoom call)
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
Angie Marshall, City Clerk/Deputy City Recorder
David Quillin, Police Chief
Ken Weems, Planning Manager

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Ken Weems.
- II.B. **INVOCATION:** Pastor Paul Becker, Concordia Lutheran Church.
- III.A. **ROLL CALL:** By City Recorder Cox. All Present.
- III.B. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.
Mayor Shull made this declaration and each alderman verbally affirmed.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.** None.
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. May 28, 2020 Called Business Meeting
- B. June 1, 2020 Work Session
- C. June 2, 2020 Regular Business Meeting

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2020**

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Amend Zoning of 1100 Oak Street from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) (AF: 81-2020) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.1. The following citizens commented at this time: Rhonda Dingus, Jackie Wilson, Brenda Watterson, Richard Brown, Michael Gillis, Joe Carr and Bradley Williams. Mr. Gillis, manager of the property, asked to withdraw the application but staff determined he could not as he was not the property owner. There was considerable discussion.

Motion/Second: Phillips/Cooper, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG OAK STREET FROM B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Failed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “nay.”

2. ~~Vacate Section of Right-of-Way, Formerly Known as Draper Street, Located Adjacent to 628 East Market Street (AF: 64-2020) (Ken Weems).~~ This item was withdrawn on June 15, 2020.

3. Amend Zoning of Property Located at the Intersection of West Stone Drive and Netherland Inn Road from R-3 to B-3 (AF: 157-2020) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.3. None.

Motion/Second: George/Olterman, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED AT THE INTERSECTION OF WEST STONE DRIVE AND NETHERLAND INN ROAD FROM R-3, LOW DENSITY APARTMENT DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 7TH CIVIL DISTRICT OF HAWKINS COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Annex and Adopt a Plan of Service for the Worthington Drive Annexation and Amend Zoning (AF: 158-2020) (Ken Weems).

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PUBLIC COMMENT ON ITEM VI.A.4. None.

Motion/Second: Duncan/George, to pass:

Resolution No. 2020-214, A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE WORTHINGTON DRIVE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

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

Motion/Second: Phillips/Olterman, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG WORTHINGTON DRIVE FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT, AND COUNTY R-3B, RESIDENTIAL DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Adler/George, to pass:

Resolution No. 2020-215, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE WORTHINGTON DRIVE ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

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

5. Adopt the Citizen Participation Plan and Amend the 2019 Annual Action Plan for the Community Development Block Grant Program (AF: 156-2020) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.5. None.

Motion/Second: Phillips/Duncan, to pass:

Resolution No. 2020-216, A RESOLUTION ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN PARTICIPATION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CITIZEN PARTICIPATION PLAN

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

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Motion/Second: Olterman/Cooper, to pass:

Resolution No. 2020-217, A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2019 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ANNUAL ACTION PLAN

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

PUBLIC COMMENT. Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Appropriate \$75,845 from the U.S. Department of Justice for the Coronavirus Emergency Supplemental Funding Program Grant #2020-H1999-TN-VD (AF: 160-2020) (David Quillin).

Motion/Second: Duncan/Adler, to pass:

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

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Adopt FY20-21 Budget (AF: 129-2020) (Chris McCartt).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6862, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Adopt FY20-21 Water Fund Budget (AF: 130-2020) (Chris McCartt).

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6863, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Adopt FY20-21 Sewer Fund Budget (AF: 131-2020) (Chris McCartt).

Motion/Second: Adler/Cooper, to pass:

ORDINANCE NO. 6864, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Adopt FY20-21 Metropolitan Planning Project Grant Budget (AF: 132-2020) (Chris McCartt).

Motion/Second: Olterman/George, to pass:

ORDINANCE NO. 6865, AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Adopt FY20-21 Urban Mass Transit Budget (AF: 133-2020) (Chris McCartt).

Motion/Second: Duncan/Adler, to pass:

ORDINANCE NO. 6866, AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Adopt FY20-21 Special Schools Projects Grant Fund Budget (AF: 134-2020) (Chris McCartt, David Frye).

Motion/Second: Olterman/Adler, to pass:

ORDINANCE NO. 6867, AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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7. Adopt FY20-21 School Public Law 93-380 Grant Project Fund Budget (AF: 135-2020) (Chris McCartt, David Frye).

Motion/Second: Duncan/Cooper, to pass:

ORDINANCE NO. 6868, AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

8. Provide for FY20-21 Community Development Block Grant Budget (AF: 136-2020) (Chris McCartt).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6869, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

9. Budget Adjustment for Various Funds in FY20 (AF: 137-2020) (Chris McCartt).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6870, AN ORDINANCE TO AMEND VARIOUS 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: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

D. OTHER BUSINESS.

1. Amend Fee Resolution for FY21 Fees and Charges Provided for in the City Code (AF: 153-2020) (Chris McCartt).

Motion/Second: Adler/George, to pass:

Resolution No. 2020-218, A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSFORT CODE OF ORDINANCES

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

2. Approve a Telework Policy for Eligible City Employees (AF: 159-2020) (George DeCroes).

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Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2020-219, A RESOLUTION ADOPTING A TELEWORK POLICY

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

**3. Authorize City Recorder to Reconcile and Adjust Uncollectible
Property Tax for Tax Year 2009 (AF: 116-2020) (Joe May).**

Motion/Second: George/Cooper, to pass:

Resolution No. 2020-220, A RESOLUTION AUTHORIZING THE CITY RECORDER TO
RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL
YEAR 2020 FOR THE TAX YEAR 2009 AND AUTHORIZING AND DIRECTING THE
MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY
AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

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

**4. Professional Services Agreement with Gresham, Smith &
Partners for Engineering Design Services for the Wastewater Storage Facility
Project (AF: 112-2020) (Ryan McReynolds).**

Motion/Second: Cooper/Olterman, to pass:

Resolution No. 2020-221, A RESOLUTION APPROVING A PROFESSIONAL
SERVICES AGREEMENT WITH GRESHAM, SMITH & PARTNERS FOR THE
WASTEWATER STORAGE FACILITY PROJECT AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND
PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**5. Amendment to Agreement with Crook Brothers (AF: 161-2020)
(David Frye).**

Motion/Second: Phillips/George, to pass:

Resolution No. 2020-222, A RESOLUTION AMENDING THE CONTRACT WITH
CROOK BROTHERS FOR PRODUCE ITEMS FOR USE BY KINGSFORT SCHOOL
NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE
AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY
AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

**6. Bid Award for School Nutrition Grocery and Beverage Items to
Gordon Food Service (AF: 162-2020) (David Frye).**

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Motion/Second: Duncan/Adler, to pass:

Resolution No. 2020-223, A RESOLUTION AWARDED THE BID FOR SCHOOL NUTRITION GROCERY AND BEVERAGE ITEMS TO GORDON FOOD SERVICE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

7. Approval of Issuance of Tax Exempt Revenue Bonds by the Industrial Development Board of the City of Kingsport, Tennessee for the Kingsport West Apartments Project (AF: 163-2020) (Chris McCartt).

Motion/Second: George/Olterman, to pass:

Resolution No. 2020-224, A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MAYOR'S APPROVAL FOR THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS BY THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE FOR THE KINGSFORT WEST APARTMENTS PROJECT IN AN AMOUNT OF UP TO TEN MILLION DOLLARS; AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

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

Motion/Second: George/Phillips, to adopt:

1. Memorandum of Understanding between City of Kingsport and Jeffrey Parker for Mowing of the Demolition Landfill Property (AF: 152-2020) (Ryan McReynolds)

Pass:

Resolution No. 2020-225, A RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KINGSFORT AND JEFFREY PARKER FOR MOWING OF THE DEMOLITION LANDFILL PROPERTY

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

2. Authorize Inter-Local Agreement with the Sullivan County Highway Department to Resurface Portions of Bancroft Chapel Road and Packing House Road (AF: 151-2020) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2020**

Pass:

Resolution No. 2020-226, A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT TO RESURFACE PORTIONS OF BANCROFT CHAPEL ROAD AND PACKING HOUSE ROAD LOCATED IN THE CITY LIMITS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

3. Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP) and the Kingsport Center for Higher Education (KCHE) (AF: 154-2020) (Jessica Harmon).

Pass:

Resolution No. 2020-227, A RESOLUTION APPROVING THE RENEWAL OF THE LEASES WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSFORT CENTER FOR HIGHER EDUCATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AGREEMENT

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

4. Apply for and Receive Additional Funding Allocated by the CARES Act to the Community Development Block Grant Program (AF: 155-2020) (Ken Weems).

Pass:

Resolution No. 2020-228, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CARES ACT GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

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

5. License Agreement with Tennessee Department of Environment and Conservation (TDEC) for Access to an Air Monitoring Station (AF: 150-2020) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 16, 2020**

Pass:

Resolution No. 2020-229, A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

VIII. COMMUNICATIONS.

- A. **CITY MANAGER.** Mr. McCartt commended the Fire Department for maintaining a Level 2 ISO rating.
- B. **CHIEF FINANCIAL OFFICER.** Annual Financial Report FY-19 by Sid Cox.
- C. **MAYOR AND BOARD MEMBERS.** Alderman Phillips noted the carousel was open, commended the police department and commented on the Bristol race. Alderman Olterman commented on a recent incident at the Wellness Center and noted the good care he received. He also thanked staff for doing a good job during the pandemic. Alderman Duncan encouraged citizens to participate in the census, noting there would be an opportunity at the Farmers Market. Alderman Adler noted the Miracle Field would have an opening celebration on June 27th and also stated the registration deadline for August elections was July 7th. Alderman Cooper commented on the July 4th fireworks. Vice-Mayor George also commented on the Miracle Field and how it will impact our community. She also commented favorable regarding the lettering on the railroad bridge. Mayor Shull pointed out the first year as this board has been completed and thanked the city manager and his colleagues.
- D. **VISITORS.** None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:56 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend Zoning of 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District)

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

Action Form No.: AF-169-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone the property containing 2380-2392 Cleek Road from A-1, Agricultural District to R-1B, Residential District.

Executive Summary:

This is an owner-requested rezoning of an approximately 1.86 acres located at 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District). The applicant desires to build single family homes on the property. During their June 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on June 22, 2020.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on July 7, 2020 to consider the rezoning for a portion of parcel 54 located along Cleek Road and Orebank Road from A-1 District to R-1B District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the eastern corner of parcel 54, Tax Map 47E; thence in a northwesterly direction, following the western right-of-way of Cleek Road, approximately 128 feet to a point, said point being the northern corner of parcel 54 in common with the boundary of parcel 54; thence in westerly direction, approximately 71 feet to a point, said point being a northern corner of parcel 54 in common with the southern right-of-way of Cleek Road; thence in a southwesterly direction, following the southern right-of-way of Cleek Road, approximately 501 feet to a point, said point being the northwestern corner of parcel 54 in common with the southern right-of-way of Cleek Road; thence in a southeasterly direction, approximately 185 feet to the point of BEGINNING, and being a portion of parcel 54, Tax Map 47E as shown on the August 2019 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 6/22/2020

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG CLEEK ROAD FROM A-1, AGRICULTURAL DISTRICT TO R-1B, RESIDENTIAL DISTRICT IN THE 10TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Cleek Road from A-1, Agricultural District to R-1B, Residential District in the 10th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the eastern corner of parcel 54, Tax Map 47E; thence in a northwesterly direction, following the western right-of-way of Cleek Road, approximately 128 feet to a point, said point being the northern corner of parcel 54 in common with the boundary of parcel 54; thence in westerly direction, approximately 71 feet to a point, said point being a northern corner of parcel 54 in common with the southern right-of-way of Cleek Road; thence in a southwesterly direction, following the southern right-of-way of Cleek Road, approximately 501 feet to a point, said point being the northwestern corner of parcel 54 in common with the southern right-of-way of Cleek Road; thence in a southeasterly direction, approximately 185 feet to the point of BEGINNING, and being a portion of parcel 54, Tax Map 47E as shown on the August 2019 Sullivan County Tax Maps.

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

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

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Kingsport Regional Planning Commission
Rezoning Report

File Number 20-101-00005

Cleek Road Rezoning

Property Information			
Address		2380-2392 Cleek Road	
Tax Map, Group, Parcel		Map 47, Parcel 54	
Civil District		10	
Overlay District		n/a	
Land Use Designation		Single Family	
Acres		1.864 +/-	
Existing Use	vacant	Existing Zoning	A-1
Proposed Use	Single Family Development	Proposed Zoning	R-1B
Owner /Applicant Information			
Name: John Rose Address: 1017 Hill Rd City: Blountville State: TN Zip Code: 37617 Phone: (423)579-2449		Intent: <i>To rezone from A-1 (Agricultural District) to R-1B (Single Family Residential District) to accommodate single family home development.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The site for this proposed R-1B district is identified in the 2030 Land Use Plan as appropriate for single family land use.</i></p> <p><i>The site is surrounded by R-1B zone and uses.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site is mostly surrounded by either Cleek Road or Orebank Road. The proposed lot layout will contain double frontage on both streets.</i></p>			
Planner:	Ken Weems	Date:	June 8, 2020
Planning Commission Action		Meeting Date:	June 18, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00005

PROPERTY INFORMATION

ADDRESS	2380-2392 Cleek Road
DISTRICT	10
OVERLAY DISTRICT	n/a
EXISTING ZONING	A-1
PROPOSED ZONING	R-1B
ACRES	1.864 +/-
EXISTING USE	vacant land
PROPOSED USE	single family development

INTENT

To rezone from A-1 (Agricultural District) to R-1B (Single Family Residential District) to accommodate single family home development.

Vicinity Map

ArcGIS Web Map



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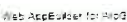
- | | | |
|----------------------|------------------------|------------|
| Nolan County Parcels | Street_ROW | River |
| Lake_Pond | Hawkins County Parcels | Street_ROW |
| Parcel_Conflict | Lake_Pond | |
| Parcels | Parcel_Conflict | |
| Railroad_ROW | Parcels | |
| River | Railroad_ROW | |



Web AppBuilder for Arc

File Number 20-101-00005

ArcGIS Web Map



Future Land Use Plan 2030
Designation: Single Family

ArcGIS Web Map



3/2020 4:52:56 PM

Kpt 911 Address	River	Railroad_ROW	Multi-Family
Hawkins County Parcels	Street_ROW	River	Industrial
Lake_Pond	Hawkins County Parcels	Street_ROW	Retail/Commercial
Parcel_Conflict	Lake_Pond	Future Land Use	Public
Parcels	Parcel_Conflict	Agriculture/Vacant	Utilities
Railroad_ROW	Parcels	Single Family	



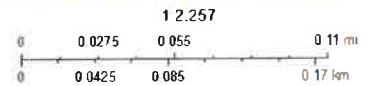
Web AppBuilder for ArcGIS

Aerial
ArcGIS Web Map



6/8/2020 4:53:54 PM

- | | | |
|-------------------------|------------------------|--------------|
| Kpt 911 Address | River | Railroad_ROW |
| Sullivan County Parcels | Street_ROW | River |
| Lake_Pond | Hawkins County Parcels | Street_ROW |
| Parcel_Conflict | Lake_Pond | |
| Parcels | Parcel_Conflict | |
| Railroad_ROW | Parcels | |



Web AppBuilder for ArcGIS

Facing the Intersection of Cleek Rd and Orebank Rd



Facing South (Toward Orebank Rd)



Facing Rezoning Site from Cleek Rd



Rezoning Site with Orebank Rd in background



Existing Uses Location Map

ArcGIS Web Map



6/8/2020, 4:55:44 PM

Kpt 911 Address
Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW

1 2.257
0 0.0275 0.055 0.11 mi
0 0.0425 0.085 0.17 km

Web AppBuilder for ArcGIS

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-1B</u> <u>Use: vacant</u>	n/a
Further North and	2	<u>Zone: County A-1</u> <u>Use: farm</u>	n/a

Northwest			
East	3	<u>Zone: County R-1</u> <u>Use: apartment building</u>	n/a
Further East	4	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a
Southeast and South	5	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a
Further South	6	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a
West	7	<u>Zone: City A-1</u> <u>Use: vacant</u>	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal would permit a use that is the same as all uses surrounding it.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No adverse uses are proposed.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property will most benefit from the density afforded in the R-1B zone for this predominately single family developed area.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The R-1B zone conforms to the future land use plan.

Proposed use: single family residential

The Future Land Use Plan Map recommends single family residential

- Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property support approval for single family use of the rezoning area.

6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the surrounding zoning.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed R-1B zone will match all the abutting R-1B zone in the area.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from A-1 to R-1B. The proposal conforms to the 2030 future land use plan and matches all the existing R-1B zone in the vicinity.



AGENDA ACTION FORM

Amend Zoning of a Portion of Parcel 3, Tax Map 120 Located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Residential District)

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

Action Form No.: AF-170-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 3, Tax Map 120 located off Breckenridge Trace from M-1R, Light Manufacturing Restricted District, and P-1, Professional Offices District, to R-1B, Residential District.

Executive Summary:

This is an owner-requested rezoning of an approximately 40 acres located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Residential District). The applicant desires to construct a single family development on the property. During their June 2020 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 6-0-1. The notice of public hearing was published on June 22, 2020.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on July 7, 2020 to consider the rezoning for a portion of parcel 3 located along Breckenridge Trace from P-1 and M-1R District to R-1B District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract 1; P-1 District:

BEGINNING at a point, said point being the southeast corner of parcel 26.51, Tax Map 106O; thence in a southerly direction, approximately 335 feet to a point, said point lying inside parcel 3; thence in a southwesterly direction, approximately 256 feet to a point, said point being in common with the eastern right-of-way of Breckenridge Trace; thence in a northerly direction, following the eastern right-of-way of Breckenridge Trace, approximately 382 feet to a point, said point being the southern corner of parcel 26.51 in common with the eastern right-of-way of Breckenridge Trace; thence in a northeasterly direction, approximately 260 feet to the point of BEGINNING, and being a portion of parcel 3, Tax Maps 106O and 106P as shown on the August 2019 Sullivan County Tax Maps.

Tract 2; M-1R District:

BEGINNING at a point, said point being the southwest corner of parcel 3 in common with the eastern right-of-way of Breckenridge Trace, Tax Map 106; thence in an easterly direction, approximately 496 feet to a point, said point lying on the boundary of parcel 3 in common with the boundary of parcel 26; thence in a northeasterly direction, approximately 1,430 feet to a point, said point being the eastern corner of parcel 3; thence in a northwesterly direction, approximately 740 feet to a point, said point being the northeast corner of parcel 3; thence in a westerly direction, approximately 1,022 feet to a point, said point being the northwest corner of parcel 3; thence in a southeasterly direction, approximately 978 feet to a point, said point lying inside parcel 3; thence in a southwesterly direction, approximately 256 feet to a point, said point lying on the eastern right-of-way of Breckenridge Trace; thence in a southeasterly direction, following the eastern right-of-way of Breckenridge Trace, approximately 575 feet to the point of BEGINNING, and being a portion of parcel 3, Tax Maps 106O, 106J, 106I, and 106P as shown on the August 2019 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSFORT
Angie Marshall, City Clerk
PIT: 6/22/2020

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRECKENRIDGE TRACE FROM M-1R, LIGHT INDUSTRIAL RESTRICTED DISTRICT AND P-1, PROFESSIONAL OFFICES DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Breckenridge Trace from M-1R, Light Manufacturing Restricted District and P-1, Professional Offices District, to R-1B, Residential District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1: M-1R District:

BEGINNING at a point, said point being the southwest corner of parcel 3 in common with the eastern right-of-way of Breckenridge Trace, Tax Map 106; thence in an easterly direction, approximately 496 feet to a point, said point lying on the boundary of parcel 3 in common with the boundary of parcel 26; thence in a northeasterly direction, approximately 1,430 feet to a point, said point being the eastern corner of parcel 3; thence in a northwesterly direction, approximately 740 feet to a point, said point being the northeast corner of parcel 3; thence in a westerly direction, approximately 1,022 feet to a point, said point being the northwest corner of parcel 3; thence in a southeasterly direction, approximately 978 feet to a point, said point lying inside parcel 3; thence in a southwesterly direction, approximately 256 feet to a point, said point lying on the eastern right-of-way of Breckenridge Trace; thence in a southeasterly direction, following the eastern right-of-way of Breckenridge Trace, approximately 575 feet to the point of BEGINNING, and being a portion of parcel 3, Tax Maps 106O, 106J, 106I, and 106P as shown on the August 2019 Sullivan County Tax Maps.

Tract 2: P-1 District:

BEGINNING at a point, said point being the southeast corner of parcel 26.51, Tax Map 106O; thence in a southerly direction, approximately 335 feet to a point, said point lying inside parcel 3; thence in a southwesterly direction, approximately 256 feet to a point, said point being in common with the eastern right-of-way of Breckenridge Trace; thence in a northerly direction, following the

eastern right-of-way of Breckenridge Trace, approximately 382 feet to a point, said point being the southern corner of parcel 26.51 in common with the eastern right-of-way of Breckenridge Trace; thence in a northeasterly direction, approximately 260 feet to the point of BEGINNING, and being a portion of parcel 3, Tax Maps 106O and 106P as shown on the August 2019 Sullivan County Tax Maps.

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

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

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Kingsport Regional Planning Commission
Rezoning Report

File Number 20-101-00004

Breckenridge Trace Rezoning

Property Information			
Address	Breckenridge Trace		
Tax Map, Group, Parcel	Map 120, a portion of parcel 3		
Civil District	14		
Overlay District	Gateway (not applicable to residential development)		
Land Use Designation	Industrial		
Acres	40 +/-		
Existing Use	Vacant land	Existing Zoning	M-1R and P-1
Proposed Use	Single Family Development	Proposed Zoning	R-1B
Owner /Applicant Information			
Name: William Bailey Address: 1314 Woodlawn Ave City: Johnson City State: TN Zip Code: 37601 Phone: (423)416-0520		Intent: <i>To rezone from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Single Family Residential District) to accommodate a future residential subdivision.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The site for this proposed R-1B district has unique topography that would allow a natural buffer to adjacent industrial zone and use.</i></p> <p><i>The R-1B zone proposal for this area will provide a secluded area for single family home development.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site contains a 100 foot wide powerline easement running parallel to Breckenridge Trace.</i></p> <p><i>A future traffic study will identify any developer-required street upgrades necessary for the use.</i></p>			
Planner:	Ken Weems	Date:	June 8, 2020
Planning Commission Action		Meeting Date:	June 18, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

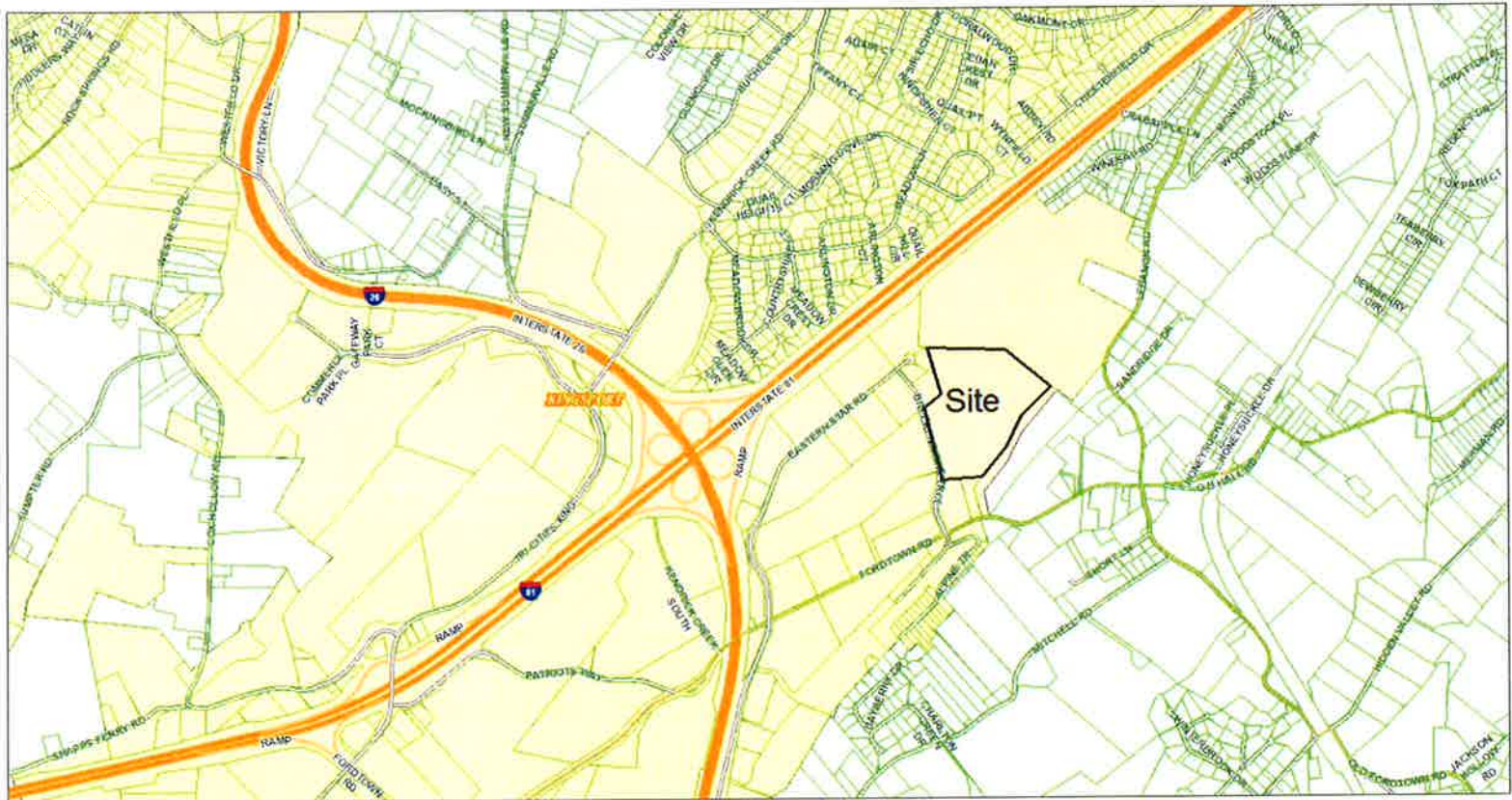
ADDRESS	Breckenridge Trace
DISTRICT	14
OVERLAY DISTRICT	Gateway
EXISTING ZONING	M-1R and P-1
PROPOSED ZONING	R-1B
ACRES	40 +/-
EXISTING USE	vacant land
PROPOSED USE	single family development

INTENT

To rezone from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Single Family Residential District) to accommodate a future single family residential subdivision.

Vicinity Map

ArcGIS Web Map



6/8/2020, 11:29:11 AM

- Sullivan County Parcels

Lake_Pond

Parcel_Conflict

Parcels

Railroad_ROW

River
- Hawkins County Parcels

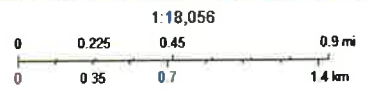
Street_ROW

Lake_Pond

Parcel_Conflict

Parcels

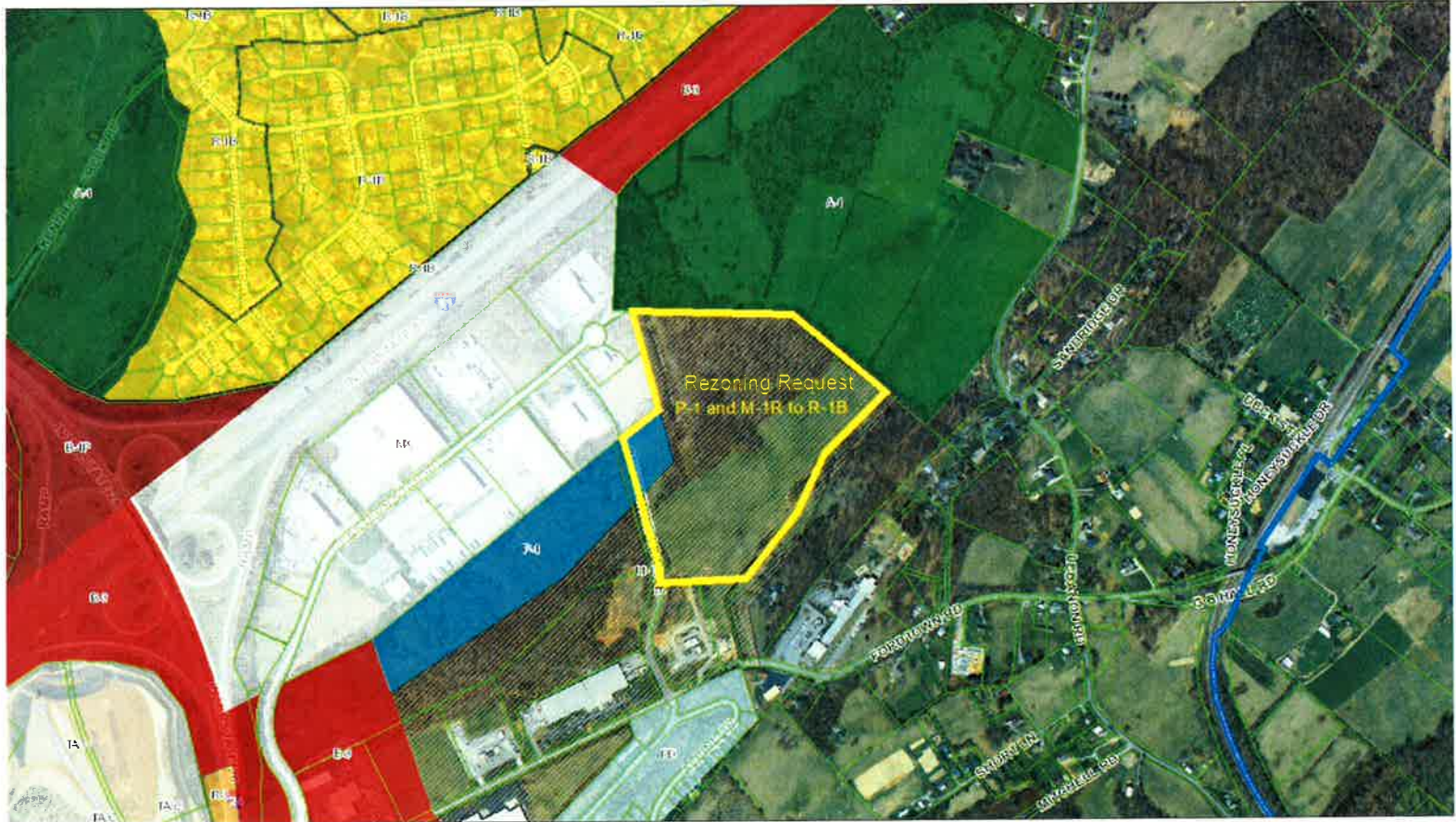
Railroad_ROW



Web AppBuilder for ArcGIS

Surrounding Zoning Map

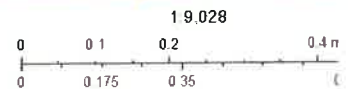
ArcGIS Web Map



120, 9:16:03 AM

County Parcels	Street_ROW	River
Lake_Pond	Hawkins County Parcels	Street_ROW
Parcel_Conflict	Lake_Pond	Urban Growth Boundary
Parcels	Parcel_Conflict	City Zoning
Railroad_ROW	Parcels	<Null>
River	Railroad_ROW	TAC

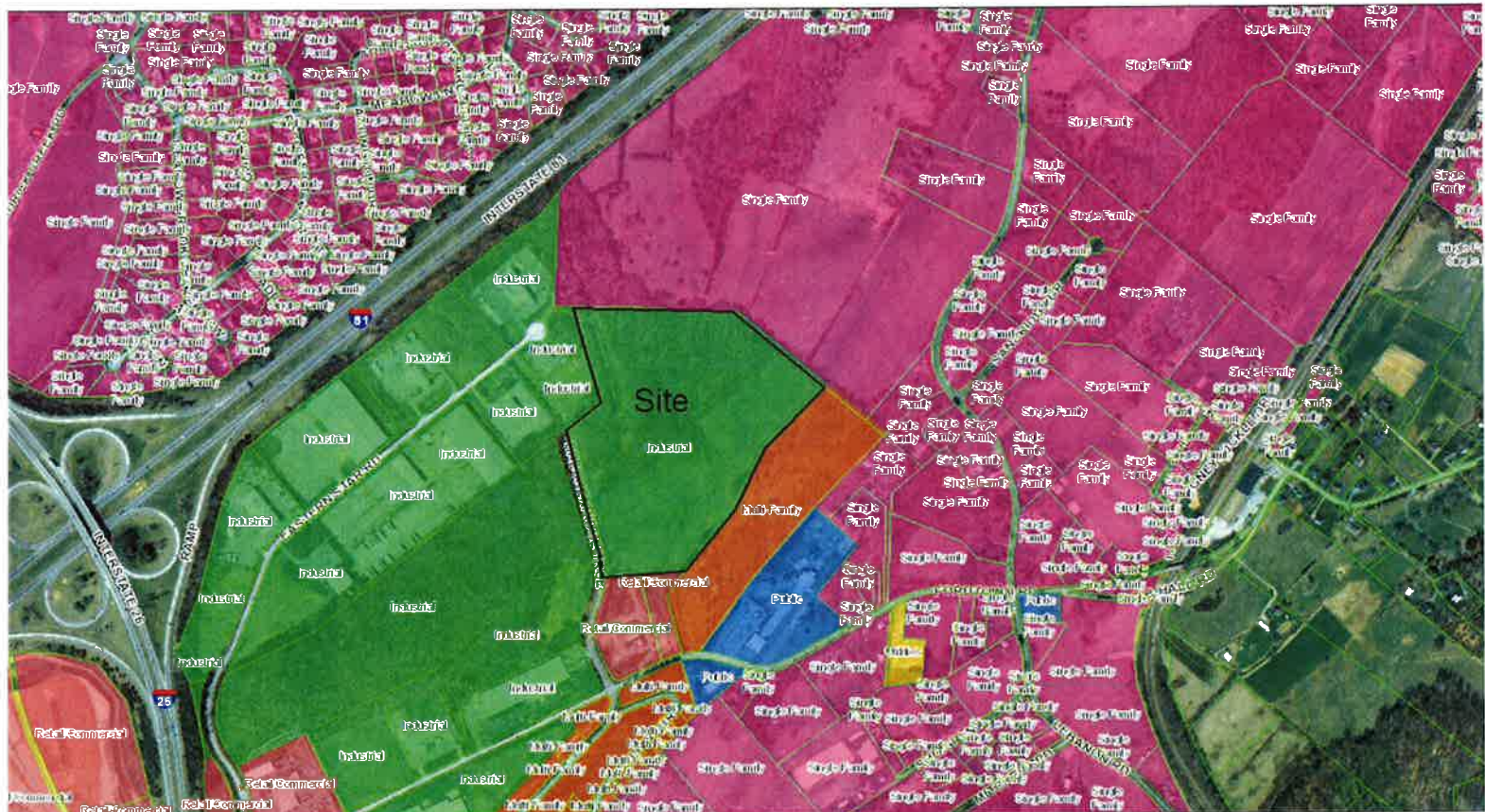
R-5	B-1	B-4P	MX	PMD-1	R-1B	R-4
GC	B-2	BC	P-1	PMD-2	R-1C	Split
B-2E	B-3	GC	P-D	PUD	R-2	TA
A-1	B-3	M-1	PBD-3	PVD	R-3	TA-C
A-2	B-4	M-1R	PBD/*	R-1	R-3A	UAE
AR	B-4P	M-2	PD	R-1A	R-3B	



Web AppBuilder

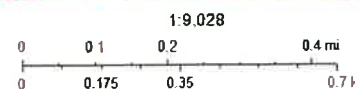
Future Land Use Plan 2030
Designation: Industrial

ArcGIS Web Map



020. 11 31 09 AM

- | | | | |
|-------------------|------------------------|-----------------|-------------------|
| an County Parcels | Street_ROW | River | Industrial |
| Lake_Pond | Hawkins County Parcels | Street_ROW | Retail/Commercial |
| Parcel_Conflict | Lake_Pond | Future Land Use | Public |
| Parcels | Parcel_Conflict | Agri/Vacant | Utilities |
| Railroad_ROW | Parcels | Single Family | |
| River | Railroad_ROW | Multi-Family | |



Web AppBuilder for ArcGIS

Aerial

ArcGIS Web Map



5/28/2020, 9:17 23 AM

Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
River
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
Street_ROW
Urban Growth Boundary

19 028
0 0.1 0.2 0.4 mi
0 0.175 0.35 0.7 km

Web AppBuilder for ArcGIS

From Breckenridge Trace Facing South (Toward Fordtown Rd)



From Breckenridge Trace Facing North (Toward Eastern Star Rd)



Existing Vacant Rezoning Site



Existing Uses Location Map



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City A-1</u> <u>Use: cattle farm</u>	Annexed in 2012
Further North and Northwest	2	<u>Zone: City MX</u> <u>Use: distributing company</u>	n/a
East	3	<u>Zone: City A-1</u> <u>Use: cattle farm</u>	Annexed in 2012
Further East	4	<u>Zone: City M-1R</u> <u>Use: single family</u>	n/a
Southeast and South	5	<u>Zone: City M-1R</u> <u>Use: landscaping business</u>	n/a
Further South	6	<u>Zone: City PD</u> <u>Use: Breckenridge Planned Dev</u>	n/a
West	7	<u>Zone: City M-1R</u> <u>Use: industrial building (former LPI)</u>	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal would permit a use that can be considered a transition between agricultural to the east, industrial to the north, and commercial to the south.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The results of a pending traffic impact study will identify any necessary improvements to existing streets. The secluded nature of the rezoning site limits impact on adjacent and nearby property.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property to be affected by the proposal has a reasonable economic use as currently zoned. The proposed residential zone is reasonable as well, with topographic separation existing between the rezoning site and adjacent manufacturing uses.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The R-1B zone does not conform to the future land use plan.

Proposed use: single family residential

The Future Land Use Plan Map recommends industrial use.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property, with the isolating terrain features, provide supporting grounds for approval of the site as a single family development.
6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing conditions.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed R-1B zone will contain the same use as the nearby Breckenridge Planned Development.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from M-1R and P-1 to R-1B. The proposed R-1B zone and future single family homes on the site will be topographically buffered from adjacent, more land-use intense zones.



AGENDA ACTION FORM

Vacate Section of Right-of-Way, Formerly Known as Draper Street, Located Adjacent to 628 E Market Street

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

Action Form No.: AF-64-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance vacating a portion of right-of-way adjacent to 628 E Market Street

Executive Summary:

This is a request to vacate approximately 0.212 acres of right-of-way located adjacent to 628 East Market Street. The requested area is in what was formerly known as Draper Street and is 105 feet in length and 88 feet wide. The purpose of this owner-requested vacating is to allow for the owner to utilize a portion of the right-of-way for an additional area for parking. No utilities are located in this area of request. During their February 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on June 29, 2020.

Attachments:

1. Notice of Public Hearing
2. Ordinance
3. Legal Description
4. Map
5. Staff Report

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on July 7, 2020 to vacating of a portion of right-of-way, formerly known as Draper Street. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 West Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the northwesterly corner of parcel 6 in common with a 20 foot alley; thence in a southeasterly direction, approximately 88 feet to a point, said point being the easterly edge of right-of-way of the former Draper Street and corner of a 20 foot alley abandoned by ordinance 984; thence in a southwesterly direction along the edge of the former Draper Street right-of-way for 105 feet to a point, said point being the corner of parcel 4 in common with the northerly edge of East Market Street; thence in a northwesterly direction for a distance of 88 feet to a point, said point being the southeastern corner of parcel 6 in common with the northern edge of East Market Street; thence in a northeasterly direction along the former Draper Street right-of-way a distance of 105 feet to a point, said point being the point of BEGINNING, and being a portion of right-of-way formerly called Draper Street as shown on the August 2019 Sullivan County Tax Map.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT

Angie Marshall, Deputy City Recorder

PIT: 6/29/20

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A SECTION OF RIGHT-OF-WAY, FORMERLY KNOWN AS DRAPER STREET, LOCATED ADJACENT TO 628 EAST MARKET STREET SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on February 20, 2020, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on February 20, 2020, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 7th day of July 2020, and notice thereof published in the Kingsport Times-News on the 29th day of June, 2020.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way, formerly known as Draper Street, located adjacent to 628 East Market Street within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING at a point, said point being the northwesterly corner of parcel 6 in common with a 20 foot alley; thence in a southeasterly direction, approximately 88 feet to a point, said point being the easterly edge of right-of-way of the former Draper Street and corner of a 20 foot alley abandoned by ordinance 984; thence in a southwesterly direction along the edge of the former Draper Street right-of-way for 105 feet to a point, said point being the corner of parcel 4 in common with the northerly edge of East Market Street; thence in a northwesterly direction for a distance of 88 feet to a point, said point being the southeastern corner of parcel 6 in common with the northern edge of East Market Street; thence in a northeasterly direction along the former Draper Street right-of-way a distance of 105 feet to a point, said point being the point of BEGINNING, and being a portion of right-of-way formerly called Draper Street as shown on the August 2019 Sullivan County Tax Map.

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

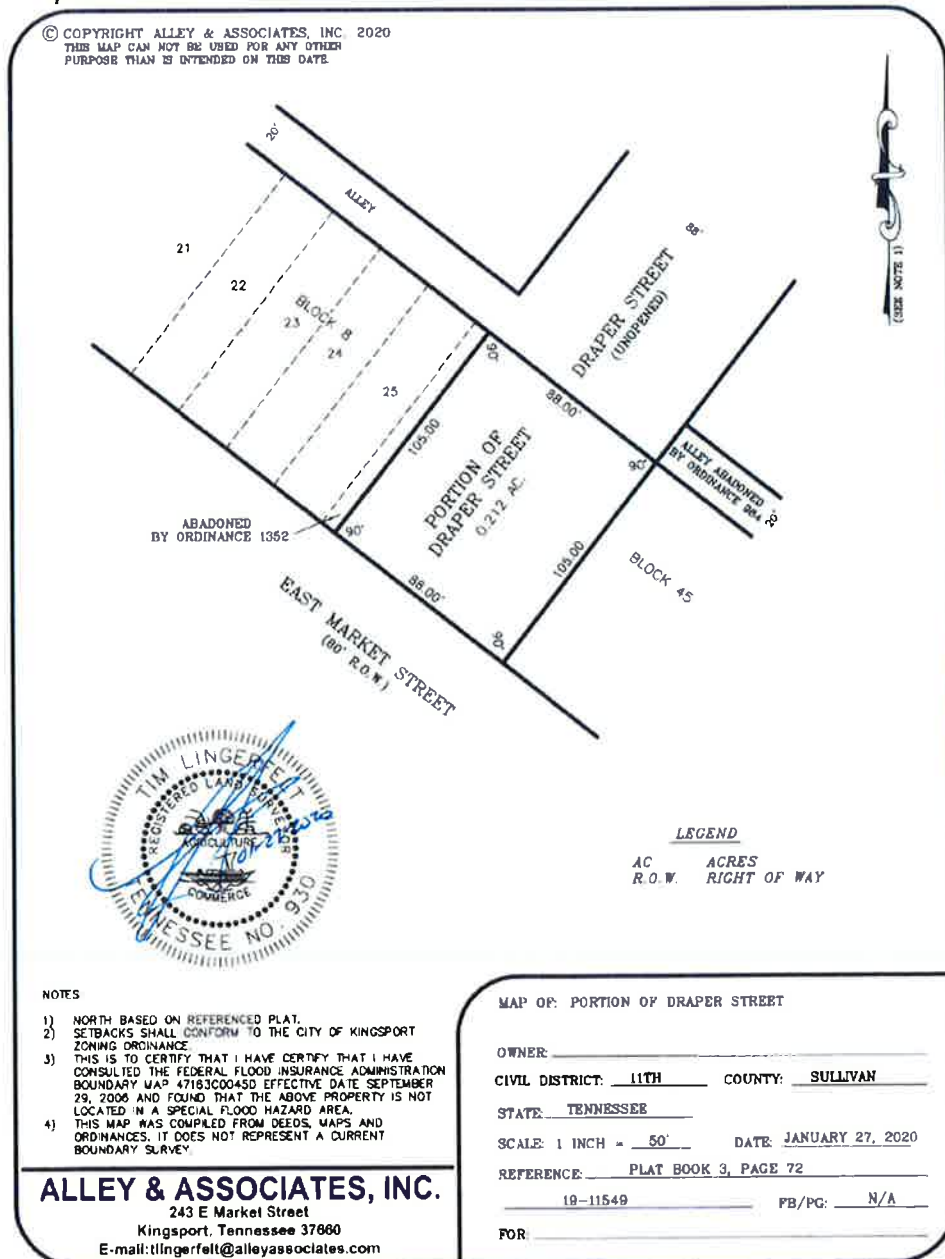
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

Legal Description

BEGINNING at a point, said point being the northwesterly corner of parcel 6 in common with a 20 foot alley; thence in a southeasterly direction, approximately 88 feet to a point, said point being the easterly edge of right-of-way of the former Draper Street and corner of a 20 foot alley abandoned by ordinance 984; thence in a southwesterly direction along the edge of the former Draper Street right-of-way for 105 feet to a point, said point being the corner of parcel 4 in common with the northerly edge of East Market Street; thence in a northwesterly direction for a distance of 88 feet to a point, said point being the southeastern corner of parcel 6 in common with the northern edge of East Market Street; thence in a northeasterly direction along the former Draper Street right-of-way a distance of 105 feet to a point, said point being the point of BEGINNING, and being a portion of right-of-way formerly called Draper Street as shown on the August 2019 Sullivan County Tax Map.

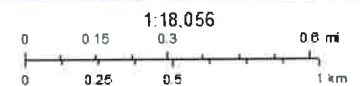


Property Information	Right-of-Way Vacating Portion of Draper Street				
Address	Draper Street				
Tax Map, Group, Parcel	Adjacent to TM 46O Group F Parcel 3				
Civil District	11 th Civil District				
Overlay District	N/A				
Land Use Designation	Retail/Commercial				
Acres	+/- .212				
Applicant #1 Information		Surveyor Information			
Name: Carla Dunn		Name: Alley & Associates, INC			
Address: 628 East Market Street		Address: 243 E. Market Street			
City: Kingsport		City: Kingsport			
State: TN		State: TN			
Zip Code: 37660		Zip Code: 37660			
Email:		Email: tlingerfelt@alleyassociates.com			
Phone Number:		Phone Number: (423) 392-8896			
Planning Department Recommendation					
(Approve, Deny, or Defer)					
<p>The Kingsport Planning Division recommends sending a favorable recommendation to the Kingsport Board of Mayor and Aldermen to vacate a portion of right-of-way formerly known as Draper Street:</p> <ul style="list-style-type: none"> Request reviewed by City and County Departments and Utility Providers 					
Staff Field Notes and General Comments:					
<p>The applicant for this request owns the property adjacent to the subject area at 628 E Market Street. The requested vacating area consists of approximately 0.212 acres and is approximately 105 feet in length and 88 feet wide. The area is part of what was known as Draper Street.</p> <p>The applicant is requesting this vacating to be able to acquire half of the right-of-way in order to add some additional parking for their newly relocated real estate offices. The other adjacent owner was notified of the request, but no word has been received from that owner. The remainder of the right-of-way will be left open to allow an exit from the 20' alley located behind the properties fronting on East Market Street.</p> <p>Both City and County Departments have reviewed this request and see no need to retain this right-of-way. No utilities are located in this area and staff sees no future need to retain this area as right-of-way.</p> <p>Staff recommends sending forward a favorable recommendation to the Kingsport Board of Mayor and Aldermen to vacate a portion of right-of-way formerly known as Draper Street.</p>					
Planner:	Harmon	Date: 2/4/2020			
		Meeting Date:	February 20, 2020		

Location



2/4/2020, 1:17:43 PM



Web App Builder for ArcGIS

Zoning



2/4/2020, 1:21:57 PM

Kpt 911 Address
Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
River
Parcels
Railroad_ROW
Street_ROW



Web App Builder for ArcGIS

Future Land Use



2/4/2020, 1:22:37 PM

Kpt 911 Address
Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
Hawkins County Parcels
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Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW



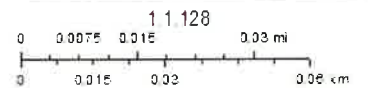
View AutoBulker for ARCS 5

Aerial w/Utilities



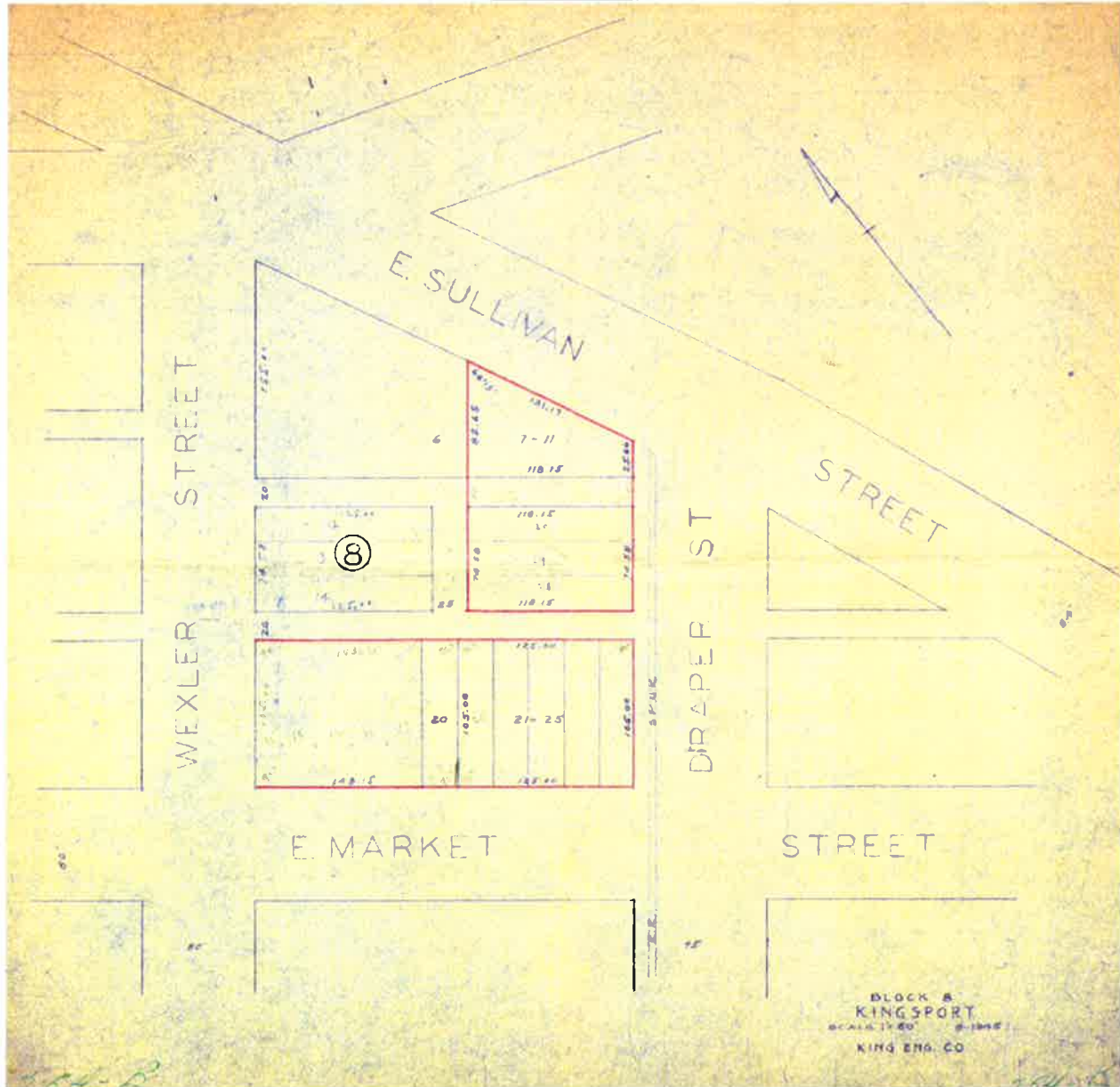
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Kpt 911 Address
Sullivan County Parcels
Parcel_Conflict
River
Street_ROW
Lake_Pond
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
River
Parcels
Railroad_ROW
Street_ROW



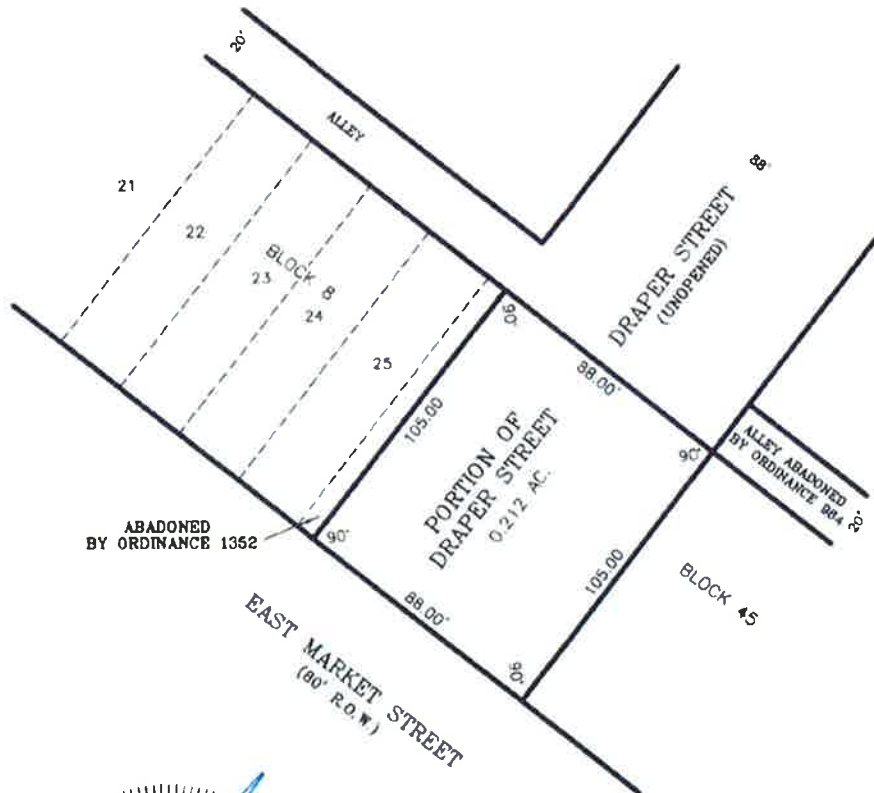
Web AppBuilder for ArcGIS

Original Plat



Area Proposed for Vacating

© COPYRIGHT ALLEY & ASSOCIATES, INC. 2020
THIS MAP CAN NOT BE USED FOR ANY OTHER
PURPOSE THAN IS INTENDED ON THIS DATE.

LEGEND

AC ACRES
R.O.W. RIGHT OF WAY

NOTES

- 1) NORTH BASED ON REFERENCED PLAT.
- 2) SETBACKS SHALL CONFORM TO THE CITY OF KINGSFORT ZONING ORDINANCE.
- 3) THIS IS TO CERTIFY THAT I HAVE CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47183C0045D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 4) THIS MAP WAS COMPILED FROM DEEDS, MAPS AND ORDINANCES. IT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY.

ALLEY & ASSOCIATES, INC.

243 E Market Street
Kingsport, Tennessee 37680
E-mail: tlingerfelt@alleyassociates.com

MAP OF: PORTION OF DRAPER STREET

OWNER: _____

CIVIL DISTRICT: 11TH COUNTY: SULLIVANSTATE: TENNESSEESCALE: 1 INCH = 50' DATE: JANUARY 27, 2020REFERENCE: PLAT BOOK 3, PAGE 7219-11549 FB/PG: N/A

FOR: _____

View from intersection with East Market St.



RECOMMENDATION:

Staff recommends sending forward a favorable recommendation to the Kingsport Board of Mayor and Aldermen to vacate a portion of right-of-way formerly known as Draper Street.



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Funding and a Resolution to Execute all Documents Necessary to Amend and Accept a Section 5339 Capital Grant Amendment for FTA Project Number TN-2016-029 from the U.S. Department of Transportation

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

Action Form No.: AF-189-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Chris Campbell
 Presentation By: Chris Campbell

Recommendation:

Approve the Ordinance and Resolution.

Executive Summary:

The Tennessee Department of Transportation (TDOT) has redistributed Federal Transit Administration (FTA) Section 5339 capital funding to the City of Kingsport. This funding will be amended into an existing grant (Project No. TN-2016-029) and utilized to purchase a replacement bus. Funding to fulfill the local match was allotted in the City of Kingsport FY 20 budget.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State	Local	State	Federal	Total
Redistributed Funding	\$3,131	\$3,131	\$35,482	\$41,744

Attachments:

1. Ordinance
2. Resolution
3. Allocation Letter

Funding source appropriate and funds are available: *J.M.*

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	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT CAPITAL/GRANT PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO THE TRAN MINI BUSES & VANS PROJECT (FTA029); AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation to the Tran Mini Buses & Vans project (FTA029). The grant is a Federal through State grant requiring a local match. The Federal amount received will increase the budget by \$35,482. The State of Tennessee match will increase the revenue from the state by \$3,131. The local match will increase the revenue from the General Fund by \$3,131.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Capital/Grant Project Fund:123</u>			
<u>Urban Mass Transit Project (FTA235)</u>	\$	\$	\$
<u>Revenues:</u>			
123-0000-331.20-00 Federal Rev/UMTA Section 9	443,603	35,482	479,085
123-0000-332.90-00 State Rev/Dept of Transportation	39,142	3,131	42,273
123-0000-391.01-00 From the General Fund	39,142	3131	42,273
<i>Totals:</i>	521,887	41,744	563,631
<u>Expenditures:</u>			
123-5902-602.90-06 Purchases \$5,000 & Over	521,887	41,744	564,631
<i>Totals:</i>	521,887	41,744	564,631
<u>General Fund: 110</u>			
<u>Expenditures:</u>	\$	\$	\$
110-4804-481.70-13 To UMTA Fund	373,195	3,131	376,326
110-4874-481.74-26 Miscellaneous	140,800	(3,131)	137,669
<i>Totals:</i>	513,995	0	513,995

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

ATTEST:

PATRICK W. SHULL, Mayor

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO AMEND AND RECEIVE A SECTION 5339 CAPITAL GRANT FUNDS AMENDMENT FOR FTA PROJECT NUMBER TN-2016-069 THROUGH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FROM THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Federal Transit Administration has realized excess funds that were allocated to different areas in a 2016 grant project; and

WHEREAS, the Federal Transit Administration, through the Tennessee Department of Transportation, would like to amend the City of Kingsport's 2016 Section 5339 Capital Grant by adding \$41,744.00 which includes a \$3,131.00 local match; and

WHEREAS, this funding will be utilized to purchase a replacement bus, and the funds for the local match are allotted in the City of Kingsport FY 20 budget.

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 amend an existing grant (Project No. TN-2016-029) to receive Section 5339 Capital Grant funds in the amount of \$41,744.00 from Federal Transit Administration, through the Tennessee Department of Transportation which includes a \$3,131.00 local match to purchase a replacement bus for the Kingsport Area Transit Service.

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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 25, 2020

RE: FTA Section 5339 Redistribution of FFY2016 Program Allocation

Dear Small Urban Transit Agencies:

TDOT is issuing this revised FFY2016 5339 Program split allocation letter in order to enable Tennessee's small urban agencies to apply directly for 5339 Program funds and to avoid any FFY2016 funds from lapsing. Based on the April 7, 2016 allocation letter, agencies had until September 30, 2018 to notify TDOT of their plans to obligate their FFY2016 allocated funds. One agency confirmed that it would not be obligating FFY2016 funds; therefore, TDOT has redistributed these funds to Kingsport Area Transit Service in the Kingsport UZA, as indicated in the table below. The FFY2016 funds have been redistributed based on director's discretion.

FTA Section 5339 Redistributed FFY2016 Allocation

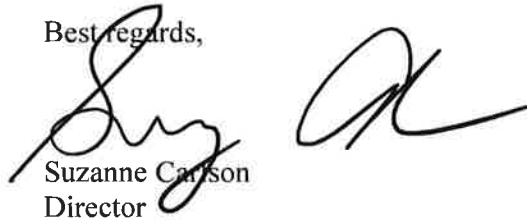
Urbanized Area	FFY16 Allocation	Amount Redistributed June 25, 2020	New FFY2017 Split Allocation
Bristol	\$35,482.00	-\$35,482.00	\$0.00
Clarksville	\$218,376.00	-	\$218,376.00
Cleveland	\$64,207.00	-	\$64,207.00
Jackson	\$124,764.00	-	\$124,764.00
Johnson City	\$158,259.00	-	\$158,259.00
Kingsport	\$88,091.00	+\$35,482.00	\$123,573
Morristown	\$54,243.00	-	\$54,243.00
Murfreesboro	\$126,203.00	-	\$126,203.00
TOTAL	\$869,625.00	-	\$869,625.00

In order to receive these redistributed FFY2016 5339 funds, the Kingsport Area Transit Service must meet an initial transmittal deadline of **July 3, 2020**. The FFY2016 5339 funds that are not included in a transmitted application by this date will lapse on September 30, 2020 and return to the U.S. Treasury.

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Kaitlyn McClanahan, Grants Administration Supervisor, at kaitlyn.mcclanahan@tn.gov or by phone at (615) 532-5835.

Best regards,



Suzanne Carlson
Director

cc: Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Larry Sanborn, Multimodal Assistant Director
Kaitlyn McClanahan, Grants Administration Program Supervisor
Jason Spain, TPTA Executive Director
Mike Patterson, TPTA President



AGENDA ACTION FORM

Approve Revisions to Sewer Use Ordinance Section 102-226 (C) Table A. User Discharge Restrictions to Reflect change to Silver Monthly Average Discharge Limit in Industrial User Local Limits Evaluation

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

Action Form No.: AF-194-2020
Work Session: July 6, 2020
First Reading: July 7, 2020

Final Adoption: July 21, 2020
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

Monitoring and Management Services, LLC was contracted to evaluate the industrial user discharge limitations (local limits) and plant protection criteria for the City of Kingsport Wastewater Treatment Plant as a part of the plant's NPDES permit renewal process and pretreatment program. Local limits apply to non-domestic dischargers. They are developed to prevent the introduction of pollutants to the wastewater treatment plant that would either interfere with the operation of the WWTP, pass through the plant into the receiving stream, sludge quality protection and worker safety.

Thirty-three pollutants of concern were evaluated. Monthly Average Limits and Daily Maximum Limits for industrial users were calculated for all pollutants of concern. All industrial user local limits, except monthly average limit for silver, were calculated to be greater than the current local limits and recommended to remain at the current concentration. The previous pass through limit issued for silver was a daily maximum and the new pass through silver local limit was not designated as daily maximum. The proposed silver local limit will decrease from 0.23 mg/l to 0.156 mg/l for the monthly average limit due to previous pass through limit identified as daily maximum only. The Industrial User Local Limits was submitted and approved by Tennessee Department of Environment and Conservation.

Attachments:

1. Ordinance
3. Local Limit Revisions

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: *SR*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 102-226(c)
RELATING TO RESTRICTIONS ON WASTEWATER
STRENGTH; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That Section 102-226(c) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-226. Restrictions on wastewater strength.

(c) The pollutant limits in table A, user discharge restrictions, as set forth in this subsection, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 102-146, no user shall discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

Table A. User Discharge Restrictions

<i>Pollutant</i>	<i>Daily Maximum Limit</i>	<i>Monthly Average Limit (mg/l)*</i>
Ammonia nitrogen (NH ₃ -N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1,2-	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017
Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.9	5.3
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46
Selenium (total)	3.46	2.31

Silver (total)	0.23	0.56
Zinc (total)	1.79	1.18
Xylene	0.180	0.120
Hydrogen sulfide	0.5	NA

*Based on 24-hour flow proportional composite samples, if appropriate for parameter.

**Total phthalates is defined as the sum of benzylbutyl phthalate, bis (2 ethylhexyl) phthalate, Di-n-butyl phthalate, and diethylphthalate.

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY City Attorney

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

- (a) *General prohibitions.* No user shall introduce or cause or allow to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. This subsection shall apply to all users of the POTW, whether or not they are subject to categorical pretreatment standards or any other national, state or local pretreatment standards or requirements.
- (b) *Specific prohibitions.* No user shall introduce or cause or allow to be introduced into the POTW the following pollutants, substances or wastewater:
- (1) Pollutants which create a fire or explosive hazard in the POTW, including but not limited to wastestreams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR 261.21.
 - (2) Pollutants which may cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 or greater than or equal to 12.5 standard units, unless the POTW is specifically designed to accommodate such discharges.
 - (3) Solid or viscous pollutants in amounts which may cause obstruction to the flow in the POTW resulting in interference, such as but not limited to grease, garbage, paunch manure, bones, hair from veterinary, animal grooming, slaughterhouses, or animal shelter facilities, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grain, spent hops, wastepaper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuels or lubricating oil, mud or glass grinding or polishing wastes, but in no case solids greater than one-half inch in any dimension.
 - (4) Not to be discharged. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
 - (5) Wastewater having a temperature which will inhibit biological activity in the POTW resulting in interference, but in no case heat, polluted wastewater which causes the temperature at the introduction into the treatment plant to exceed 40 degrees Celsius (104 degrees Fahrenheit), unless the director approves alternate temperature limits.
 - (6) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin, in amounts that will cause interference or pass through.
 - (7) Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
 - (8) Trucked or hauled pollutants, except at discharge points designated by the director.
 - (9) Noxious or malodorous liquids, gases, solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life or to prevent entry into the sewers for maintenance or repair.
 - (10) Wastewater which imparts color that cannot be removed by the treatment process to the point of thereby violating the city's NPDES permit.
 - (11)

Wastewater containing radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the director in compliance with applicable state or federal regulations.

- (12) Stormwater, surface water, groundwater, roof runoff, subsurface drainage or uncontaminated noncontact cooling water, unless specifically authorized by the director.
- (13) Sludge, screenings or other residues from the pretreatment of industrial wastes.
- (14) Medical waste, except as specifically authorized by the director in a wastewater discharge permit or notification letter.
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
- (16) Detergents, surface-active agents or other substances which may cause excessive foaming in the POTW.
- (17) Fat, oil or grease of animal or vegetable origin in concentrations greater than 100 mg/l.
- (18) Liquids, solids or gases which because of their nature or quantity are or may be sufficient to cause a fire or explosion hazard or be injurious in any other way to the POTW or to the operation of the system. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the sewer system, be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL).
- (19) Enzymes, hot water, emulsifiers or other agents to cause oil or grease to pass through the user's grease trap or treatment unit designed to remove oil and grease.
- (20) Increased use of process water in an attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the federal categorical pretreatment standards or in any other pollutant-specific limitation developed by the city or state.

(c) *Not to be discharged.* Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(Code 1981, § 26-76; Code 1998, § 106-240; Ord. No. 5949, § V, 4-6-2010)

Sec. 102-226. - Restrictions on wastewater strength.

- (a) No user shall discharge wastewater which exceeds the standards established in Table A, User Discharge Restrictions, as set out in subsection (c), unless an exception is permitted in this article. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this article. The director is authorized and has established Local Limits pursuant to Tennessee Rule 0400.40-14-.05(3). The director may develop best management practices (BMPs), in individual wastewater discharge permits, to implement Local Limits and the requirements of section 106-240.

(b)

The director shall monitor the treatment works influent for each parameter in table A, user discharge restrictions, as set out in subsection (c), nondomestic users shall be subject to reporting and monitoring requirements regarding these parameters as set forth in table A, user discharge restrictions, as set out in subsection (c). If the influent at the POTW reaches or exceeds the established allowable loadings for these parameters, the director shall initiate technical studies to determine the cause of the influent violation and shall recommend to the board of mayor and aldermen the necessary remedial measures, including but not limited to establishment of new or revised pretreatment levels for these parameters. The director shall also recommend changes to any of these criteria if the POTW effluent standards are changed, if there are changes in any applicable law or regulation affecting such or if changes are needed for more effective operation of the POTW.

- (c) The pollutant limits in the table A, user discharge restrictions, as set out below, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 106-155, no user shall discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

Table A. User Discharge Restrictions

Pollutant	Daily Maximum Limit (mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH ₃ -N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1, 2-Dichloroethylene	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017

Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1 Trichloroethane	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.9	5.3
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46
Selenium (total)	3.46	2.31
Silver (total)	0.23	0.23 ← 0.156
Zinc (total)	1.79	1.18
Xylene	0.180	0.120



AGENDA ACTION FORM

Budget Adjustment Ordinance for Various Funds in FY20

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

Action Form No.: AF-191-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

That the General Project Fund budget be amended by transferring \$110,000 from the General Projects project (GP1750) to the Cement Hill Pump Track project (GP2037).

That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the State of Tennessee in the amount of \$1,063 to the Library Technology project (NC2018), and by appropriating federal grant funds received from Sullivan County in the amount of \$475 to the FM Diabetes Grant project (NC2023).

That the Community Development Block Capital/Grant Fund budget be amended by appropriating grant funds received from the CARES Act in the amount of \$249,332 to the CDBG CARES project (CD2036).

That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the CARES Act in the amount of \$1,203,985 to the Transit CARES project (FTA022).

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS 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 Fund budget be amended by transferring \$110,000 from the General Projects project (GP1750) to the Cement Hill Pump Track project (GP2037).

SECTION II. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the State of Tennessee in the amount of \$1,063 to the Library Technology project (NC2018), and by appropriating federal grant funds received from Sullivan County in the amount of \$475 to the FM Diabetes Grant project (NC2023).

SECTION III. That the Community Development Block Capital/Grant Fund budget be amended by appropriating grant funds received from the CARES Act in the amount of \$249,332 to the CDBG CARES project (CD2036).

SECTION IV. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the CARES Act in the amount of \$1,203,985 to the Transit CARES project (FTA022).

Account Number/Description:

Budget

Incr/<Decr>

New Budget

General Project Fund: 311

General Projects (GP1750)

Revenues:

	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	25,000	0	25,000
311-0000-368.10-66 Series 2019 GO Improvment	496,437	(110,000)	386,437
311-0000-368.21-01 Premium From Bond Sale	12,782	(8,624)	4,158
311-0000-391.01-00 From General Fund	67,354	0	67,354
Totals:	601,573	(118,624)	482,949

Expenditures:

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	26,400	0	26,400
311-0000-601.20-22' Construction Contracts	19,437	0	19,437
311-0000-601.30-20 Operating Supplies & Tool	10,000	(4,961)	5,039
311-0000-601.90-03 Improvements	545,736	(113,663)	432,073
Totals:	601,573	(118,624)	482,949

Cement Hill Pump Track (GP2037)**Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	110,000	110,000
311-0000-368.21-01 Premium From Bond Sale	0	8,624	8,624
Totals:	0	118,624	118,624

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	118,624	118,624
Totals:	0	118,624	118,624

Account Number/Description:**General Projects-Special Revenue Fund: 111****Library Technology (NC2018)****Revenues:**

	\$	\$	\$
111-0000-337.41-01 Technology Grants	0	1,643	1,643
Totals:	0	1,643	1,643

Expenditures:

	\$	\$	\$
111-0000-601.30-10 Office Supplies	0	1,643	5,100
Totals:	0	1,643	5,100

Account Number/Description:**Community Development Grant Fund: 124****CDBG CARES (CD2036)****Revenues:**

	\$	\$	\$
124-0000-331.10-00 Community Development	0	249,332	249,332
Totals:	0	249,332	249,332

Expenditures:

	\$	\$	\$
124-0000-603.40-23 Grants	0	249,332	249,332
Totals:	0	249,332	249,332

Account Number/Description:

Urban Mass Transit Fund: 123

Transit CARES (FTA022)

Revenues:

123-0000-332.90-00 Dept of Transportation

Totals:

Budget

Incr/<Decr>

New Budget

\$

\$

\$

0

1,203,985

1,203,985

0

1,203,985

1,203,985

Expenditures:

123-0000-602.90-06 Purchases \$5,000 & Over

Totals:

\$

\$

\$

0

1,203,985

1,203,985

0

1,203,985

1,203,985

SECTION VI. 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

Amend Zoning of Property Located at the Intersection of West Stone Drive and Netherland Inn Road from R-3 to B-3

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

Action Form No.: AF-157-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Ken Weems

Recommendation:

Approve Ordinance amending the zoning ordinance to rezone property located at the intersection of West Stone Drive and Netherland Inn Road from R-3 Low Density Apartment District to B-3 Highway Oriented Business District

Executive Summary:

This is an owner-requested rezoning of approximately 1.32 acres located at the intersection of West Stone Drive and Netherland Inn Road. The request is to rezone from R-3, Low Density Apartment District, to B-3, Highway Oriented Business District. The purpose of the request is to allow for further expansion of the commercial development that is occurring on surrounding property. The owner acquired the land from the adjacent property owner for further expansion.

No comments pertaining to this request have been received at this point. During their May 2020 regularly scheduled Planning Commission meeting, the Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Aldermen. The basis for that recommendation was that the site fronts an arterial road which is suitable for commercial traffic and that the site is adjacent to other commercial/public uses which will not create a negative impact on the surrounding properties.

The notice of public hearing was published in the Kingsport Times News on June 1, 2020.

Attachments:

1. Zoning Ordinance
2. Notice of Public Hearing
3. Map
4. Staff Report

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



AGENDA ACTION FORM

Amend Zoning of Property Located at the Intersection of West Stone Drive and Netherland Inn Road from R-3 to B-3

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

Action Form No.: AF-157-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Ken Weems

Recommendation:

- Conduct Public Hearing
- Approve Ordinance amending the zoning ordinance to rezone property located at the intersection of West Stone Drive and Netherland Inn Road from R-3 Low Density Apartment District to B-3 Highway Oriented Business District

Executive Summary:

This is an owner-requested rezoning of approximately 1.32 acres located at the intersection of West Stone Drive and Netherland Inn Road. The request is to rezone from R-3, Low Density Apartment District, to B-3, Highway Oriented Business District. The purpose of the request is to allow for further expansion of the commercial development that is occurring on surrounding property. The owner acquired the land from the adjacent property owner for further expansion.

No comments pertaining to this request have been received at this point. During their May 2020 regularly scheduled Planning Commission meeting, the Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Aldermen. The basis for that recommendation was that the site fronts an arterial road which is suitable for commercial traffic and that the site is adjacent to other commercial/public uses which will not create a negative impact on the surrounding properties.

The notice of public hearing was published in the Kingsport Times News on June 1, 2020.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Map
4. Staff Report

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED AT THE INTERSECTION OF WEST STONE DRIVE AND NETHERLAND INN ROAD FROM R-3, LOW DENSITY APARTMENT DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 7TH CIVIL DISTRICT OF HAWKINS COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located at the intersection of West Stone Drive and Netherland Inn Road from R-3, Low Density Apartment District to B-3, Highway Oriented Business District in the 7th Civil District of Hawkins County; said area to be rezoned being further and more particularly described as follows:

Beginning at a point on the Southerly right of way line of Netherland Inn Road, corner to property of Carla L. Karst and G. Todd East; thence with the Southerly right of way line of Netherland Inn Road 3 calls : with a curve to the right with an arc length of 168.41' and a radius of 898.37' and a chord of S 70°09'01" E, 168.16' to a point; S 24°38'27" W, 14.93' to a point and S 64°46'47" E, 228.90' to a point, corner to property of Crossroads United Methodist Church; thence with Crossroads United Methodist Church 9 calls : S 25°13'59" W, 39.96' to a point; N 64°45'48" W, 15.63' to a point; S 44°50'14" W, 19.32' to a point; S 58°27'48" W, 53.25' to a point; S 54°03'42" W, 95.85' to a point; S 67°13'09" W, 74.80' to a point; N 2°32'10" W, 84.25' to a point; S 87°26'06" W, 78.03' to a point and S 87°22'11" W, 111.89 to a point, corner to property of Carla L. Karst and G. Todd East; thence with Carla L. Karst and G. Todd East N 15°57'39" E, 258.90' to the point of beginning, containing 1.64 acres (71,339.7 square feet).

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

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

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 16, 2020 to consider the rezoning for a portion of the West Park Development from R-3 District to B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 West Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Beginning at a point on the Southerly right of way line of Netherland Inn Road, corner to property of Carla L. Karst and G. Todd East; thence with the Southerly right of way line of Netherland Inn Road 3 calls : with a curve to the right with an arc length of 168.41' and a radius of 898.37' and a chord of S 70°09'01" E, 168.16' to a point; S 24°38'27" W, 14.93' to a point and S 64°46'47" E, 228.90' to a point, corner to property of Crossroads United Methodist Church; thence with Crossroads United Methodist Church 9 calls : S 25°13'59" W, 39.96' to a point; N 64°45'48" W, 15.63' to a point; S 44°50'14" W, 19.32' to a point; S 58°27'48" W, 53.25' to a point; S 54°03'42" W, 95.85' to a point; S 67°13'09" W, 74.80' to a point; N 2°32'10" W, 84.25' to a point; S 87°26'06" W, 78.03' to a point and S 87°22'11" W, 111.89' to a point, corner to property of Carla L. Karst and G. Todd East; thence with Carla L. Karst and G. Todd East N 15°57'39" E, 258.90' to the point of beginning, containing 1.64 acres (71,339.7 square feet).

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSFORT

Angie Marshall, Deputy City Clerk

PIT: 6/1/20

Location



5/8/2020, 4:48:35 PM

Sullivan County Parcels

Lake_Pond

Parcel_Conflict

Parcels

Railroad_ROW

River

Street_ROW

Hawkins County Parcels

Lake_Pond

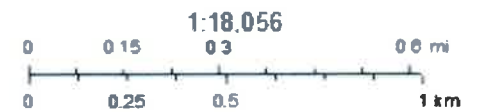
Parcel_Conflict

Parcels

Railroad_ROW

River

Street_ROW



Kingsport Regional Planning Commission
Rezoning Report

File Number 20-101-00002

West Park Rezoning

Property Information			
Address		West Stone Drive/Netherland Inn Road	
Tax Map, Group, Parcel		Part of Tax Map 22 Parcel 66	
Civil District		7	
Overlay District		Not applicable	
Land Use Designation		Public	
Acres		1.32 acres +/-	
Existing Use	Vacant	Existing Zoning	R-3
Proposed Use	Retail/Commercial	Proposed Zoning	B-3
Owner /Applicant Information			
Name: Carla Karst Address: 1504 Dobyns Drive City: Kingsport State: TN Zip Code: 37664 Email: karstland@gmail.com Phone Number: (423) 384-7001		Intent: <i>To rezone from R-3 to B-3 to allow for continuation of the West Park Commercial Development.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</p> <ul style="list-style-type: none"> • The rezoning site is adjacent to commercial zoning and commercial land use designations. • The rezoning site fronts on an arterial road <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • The site lies near the intersection of West Stone Drive and Netherland Inn Road • Letters were mailed to adjacent property owners within 300' of the rezoning site. No feedback has been received • The rezoning site will help facilitate the continuation of an existing commercial development • Access to the rezoning site is contained to an internal road servicing the development 			
Planner:	Jessica Harmon	Date:	May 8, 2020
Planning Commission Action		Meeting Date:	May 21, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	West Stone Drive / Netherland Inn Road
DISTRICT	7
OVERLAY DISTRICT	Not Applicable
EXISTING ZONING	R-3 (Low Density Apartment District)
PROPOSED ZONING	B-3 (Highway Oriented Business District)
ACRES	1.32 +/-
EXISTING USE	Vacant
PROPOSED USE	Retail/Commercial

PETITIONER

ADDRESS **1504 Dobyns Drive Kingsport, TN 37664**

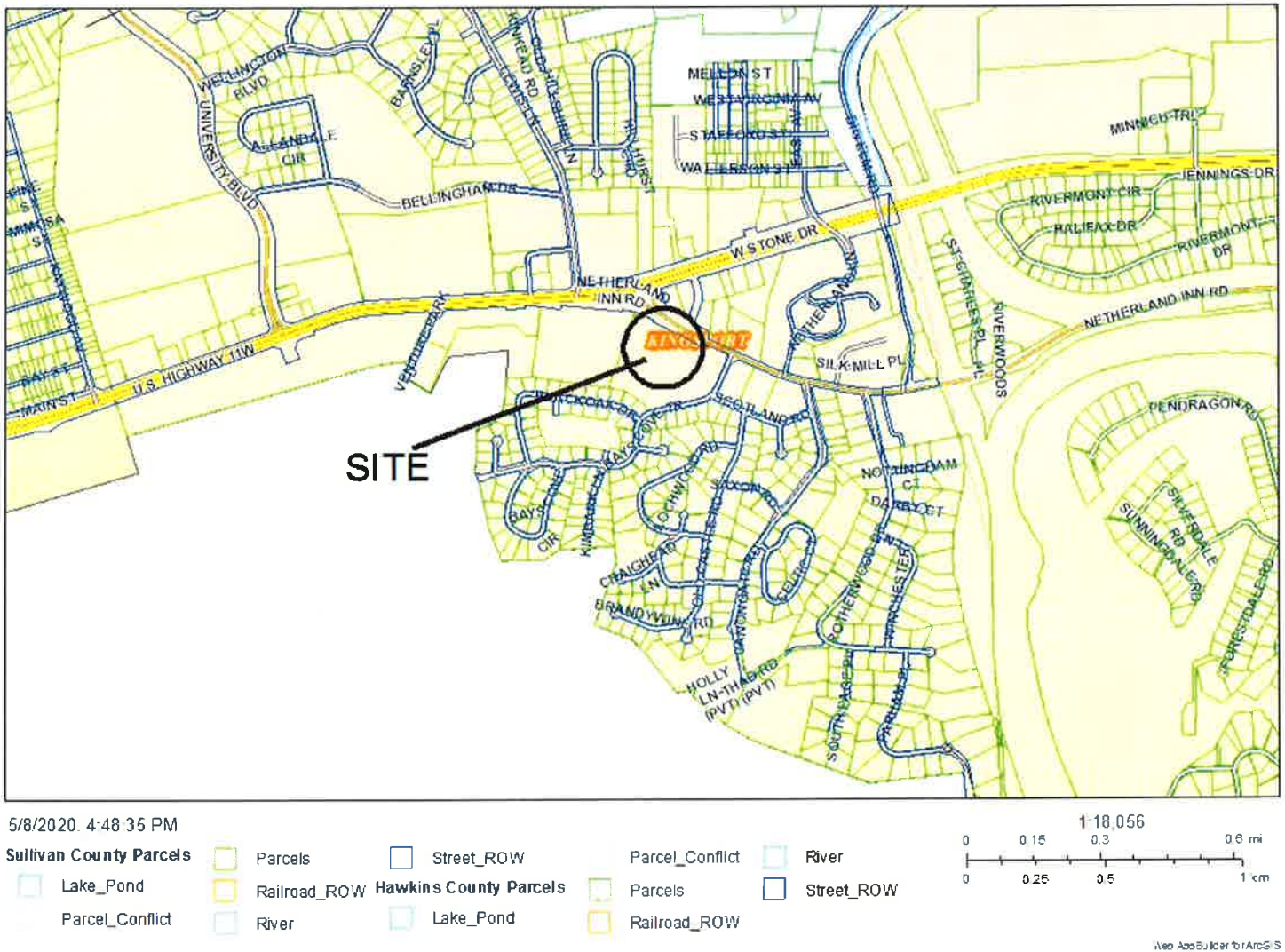
REPRESENTATIVE

PHONE **(423) 384-7001**

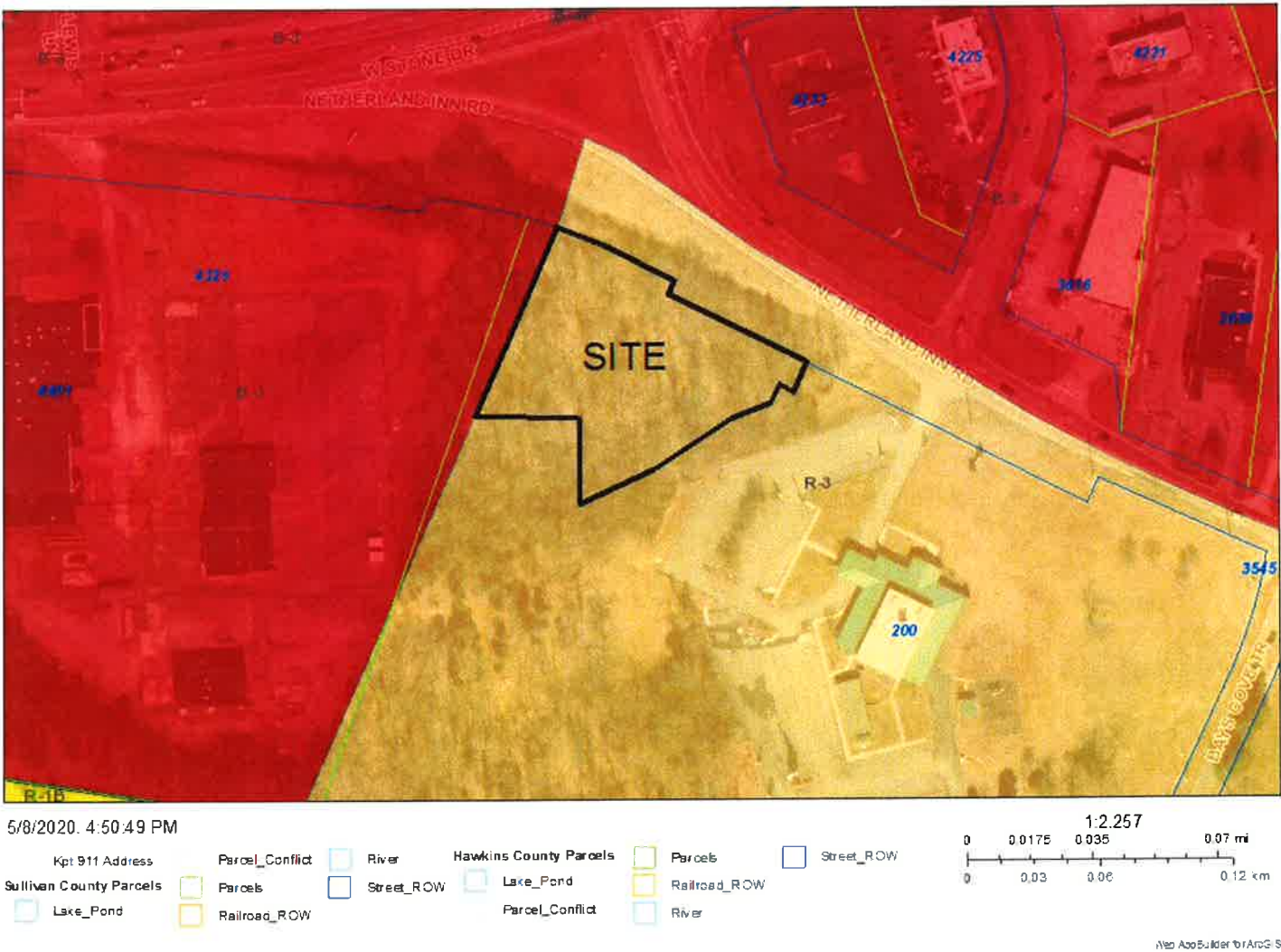
INTENT

The property currently sits vacant but is located in a new commercial development that is currently under construction. The petitioner is seeking to rezone the property from R-3 to B-3 so that he may continue expansion of this commercial district to coincide the with the road network he has constructed to access the property.

Location



Zoning



File Number 20-101-00002

 Kpt 911 Address
  Parcel_Conflict
 River
  Hawkins County Parcels
  Parcels
  Street_ROW
 Sullivan County Parcels
  Parcels
  Street_ROW
  Lake_Pond
  Railroad_ROW
 Lake_Pond
  Railroad_ROW
  Parcel_Conflict
  River



Web App Builder for ArcGIS 5

Aerial w/Utilities



5/8/2020, 4:53:21 PM

Kpt 911 Address
Sullivan County Parcels
Lake_Pond

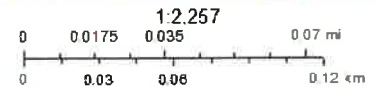
Parcel_Conflict
Parcels
Railroad_ROW

River
Street_ROW
Parcel_Conflict

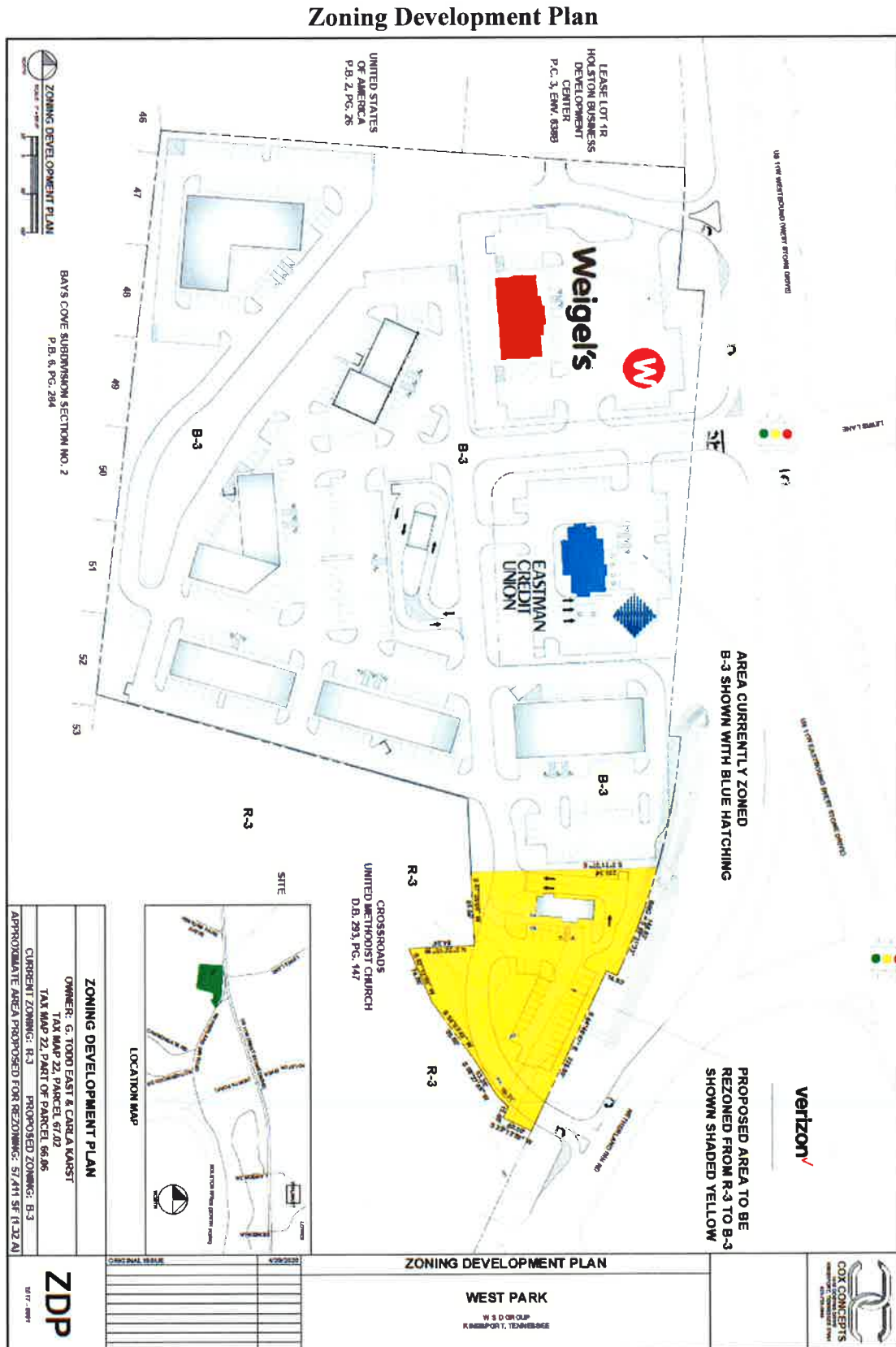
Hawkins County Parcels
Lake_Pond
Parcel_Conflict

Parcels
Railroad_ROW
River

Street_ROW



Web App Builder for ArcGIS

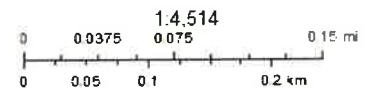


Surrounding Properties



5/8/2020, 4:54:59 PM

Kpt 911 Address
Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW
Hawkins County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Street_ROW



Web App Builder for ArcGIS

Rezoning Report

Kingsport Regional Planning Commission

File Number 20-101-00002

Location	Parcel / Zoning Petition	Zoning / Name	History
North	1	<u>Zone: B-4P</u> Use: Utilities	Annexed in June of 1964 as part of the large Hawkins County Annexation
Northeast	2	<u>Zone: B-3</u> Use: Fast Food Restaurant	Annexed in June of 1964 as part of the large Hawkins County Annexation
Southeast	3	<u>Zone: R-3</u> Use: Church	Annexed in June of 1964 as part of the large Hawkins County Annexation
Southwest	4	<u>Zone: R-1B</u> Use: Single Family	Annexed in June of 1964 as part of the large Hawkins County Annexation
East	5	<u>Zone: M-2</u> Use: HAAP	Annexed in June of 1964 as part of the large Hawkins County Annexation
West	6	<u>Zone: A-1</u> Use: Allendale	Annexed in June of 1964 as part of the large Hawkins County Annexation

VIEW FROM NETHERLAND INN RD



Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit the same commercial type uses that surround the property on the majority of sides and across West Stone Drive.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Adjacent property is zoned B-3 and R-3 (currently a church).
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable and increased economic use for the proposed zone.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The owner has constructed a road to which all parcels will connect to, limiting access to the arterial streets.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Proposed use: Commercial

The Future Land Use Plan Map recommends: Public, while it does not conform, the uses are very similar in nature being open to the general public.

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The current conditions of the site support the rezoning. The developers of the commercial development have acquired property from the church property (zoned R-3). They have resubdivided to configure the newly acquired property into their development so the rezoning would make sense.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed. The zoning will permit uses consistent with the surrounding properties.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will not create an isolated district in that it is adjacent to commercial districts.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are appropriately drawn as is. The proposed boundaries are logical too, in regards to following the current property lines.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-3 to B-3 based upon the rezoning site being adjacent to existing commercial districts and the nature of the constructed features on the site make for a logical boundary for rezoning.



AGENDA ACTION FORM

Annex and Adopt a Plan of Service for the Worthington Drive Annexation and Amend Zoning

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

Action Form No.: AF-158-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

Approve Ordinance amending the zoning ordinance for the Worthington Drive Annexation.

Executive Summary:

This is an owner-requested annexation of approximately 3.48 acres located at 205 Worthington Drive. The current county zone for the parcel is R-1 (Low Density Residential) and R-3B (Residential District). The proposed city zone for the area is R-1B (Single Family Residential District). The applicant is requesting annexation to take advantage of city schools. During their May regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board in support of the annexation, zoning, and plan of services for the site. The notice of public hearing was published on June 1, 2020.

Attachments:

1. Ordinance – Zoning
2. Notice of Public Hearing
3. Resolution - Annexation
4. Resolution – Plan of Services
5. Staff Report

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



AGENDA ACTION FORM

Annex and Adopt a Plan of Service for the Worthington Drive Annexation and Amend Zoning

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

Action Form No.: AF-158-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold Public Hearing
- Approve Resolution for the Worthington Drive Annexation
- Approve Ordinance amending the zoning ordinance for the Worthington Drive Annexation
- Approve Resolution adopting a plan of services for the annexation area

Executive Summary:

This is an owner-requested annexation of approximately 3.48 acres located at 205 Worthington Drive. The current county zone for the parcel is R-1 (Low Density Residential) and R-3B (Residential District). The proposed city zone for the area is R-1B (Single Family Residential District). The applicant is requesting annexation to take advantage of city schools. During their May regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board in support of the annexation, zoning, and plan of services for the site. The notice of public hearing was published on June 1, 2020.

Attachments:

1. Notice of Public Hearing
2. Resolution - Annexation
3. Ordinance - Zoning
4. Resolution – Plan of Services
5. Staff Report

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

PRE-FILED

ORDINANCE NO. _____ CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG WORTHINGTON DRIVE FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT, AND COUNTY R-3B, RESIDENTIAL DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Worthington Drive from County R-1, Low Density Residential District, and County R-3B, Residential District, to R-1B, Residential District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southern corner of parcel 20.10, Tax Map 91L; thence in a northeasterly direction, approximately 425 feet to a point, said point being the eastern corner of parcel 20.10 in common with the northern corner of parcel 22; thence in a northwesterly direction, approximately 388 feet to a point, said point being the western corner of parcel 26; thence in a northwesterly direction, approximately 136 feet to a point, said point being in common with the southern right-of-way of Worthington Drive; thence in a southwesterly direction, following the southern right-of-way of Worthington Drive, approximately 50 feet to a point, said point being the southern right-of-way of Worthington Drive in common with the northern corner of parcel 20; thence in a southeasterly direction, approximately 199 feet to a point, said point being the eastern corner of parcel 20; thence in a southwesterly direction, approximately 250 feet to a point, said point being the western corner of parcel 20.10; thence in a southeasterly direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 20.10, Group B Tax Maps 091E and 091L as shown on the August 2019 Sullivan County Tax Maps.

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

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

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, June 16, 2020, to consider the annexation, zoning, and plan of services for the Worthington Drive annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the southern corner of parcel 20.10, Tax Map 91L; thence in a northeasterly direction, approximately 425 feet to a point, said point being the eastern corner of parcel 20.10 in common with the northern corner of parcel 22; thence in a northwesterly direction, approximately 388 feet to a point, said point being the western corner of parcel 26; thence in a northwesterly direction, approximately 136 feet to a point, said point being in common with the southern right-of-way of Worthington Drive; thence in a southwesterly direction, following the southern right-of-way of Worthington Drive, approximately 50 feet to a point, said point being the southern right-of-way of Worthington Drive in common with the northern corner of parcel 20; thence in a southeasterly direction, approximately 199 feet to a point, said point being the eastern corner of parcel 20; thence in a southwesterly direction, approximately 250 feet to a point, said point being the western corner of parcel 20.10; thence in a southeasterly direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 20.10, Group B Tax Maps 091E and 091L as shown on the August 2019 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 06/01/2020

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE WORTHINGTON DRIVE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 16th day of June 2020, and notice thereof published in the Kingsport Times-News on the 1st day of June 2020; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann. § 6-51-104(a)* the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 16th day of June 2020, as required by *Tenn. Code Ann. § 6-51-102, et seq.*

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is here-by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the southern corner of parcel 20.10, Tax Map 91L; thence in a northeasterly direction, approximately 425 feet to a point, said point being the eastern corner of parcel 20.10 in common with the northern corner of parcel 22; thence in a northwesterly direction, approximately 388 feet to a point, said point being the western corner of parcel 26; thence in a northwesterly direction, approximately 136 feet to a point, said point being in common with the southern right-of-way of Worthington Drive; thence in a southwesterly direction, following the southern right-of-way of Worthington Drive, approximately 50 feet to a point, said point being the southern right-of-way of Worthington Drive in common with the northern corner of parcel 20; thence in a southeasterly direction, approximately 199 feet to a point, said point being the eastern corner of parcel 20; thence in a southwesterly direction, approximately

250 feet to a point, said point being the western corner of parcel 20.10; thence in a southeasterly direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 20.10, Group B Tax Maps 091E and 091L as shown on the August 2019 Sullivan County Tax Maps.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 16th day of June 2020.

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
WORTHINGTON DRIVE ANNEXATION OF THE CITY OF
KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Worthington Drive annexation was submitted to the Kingsport Regional Planning Commission on May 21, 2020, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held June 16, 2020; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on June 1, 2020; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Worthington Drive Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southern corner of parcel 20.10, Tax Map 91L; thence in a northeasterly direction, approximately 425 feet to a point, said point being the eastern corner of parcel 20.10 in common with the northern corner of parcel 22; thence in a northwesterly direction, approximately 388 feet to a point, said point being the western corner of parcel 26; thence in a northwesterly direction, approximately 136 feet to a point, said point being in common with the southern right-of-way of Worthington Drive; thence in a southwesterly direction, following the southern right-of-way of Worthington Drive, approximately 50 feet to a point, said point being the southern right-of-way of Worthington Drive in common with the northern corner of parcel 20; thence in a southeasterly direction, approximately 199 feet to a point, said point being the eastern corner of parcel 20; thence in a southwesterly direction, approximately 250 feet to a point, said point being the western corner of parcel 20.10; thence in a southeasterly direction, approximately 381 feet to the point of BEGINNING, and being all of

parcel 20.10, Group B Tax Maps 091E and 091L as shown on the August 2019 Sullivan County Tax Maps.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

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

SECTION I. That a Plan of Services for the Worthington Drive Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**Worthington Drive Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs

including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- D. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- E. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.

- D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer serves the annexation site.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure

Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation.

10. Zoning Services

- A. The area will be zoned R-1B (Single Family Residential).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Traffic Control

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the City.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 16th day of June 2020.

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

Kingsport Regional Planning Commission
Annexation Report

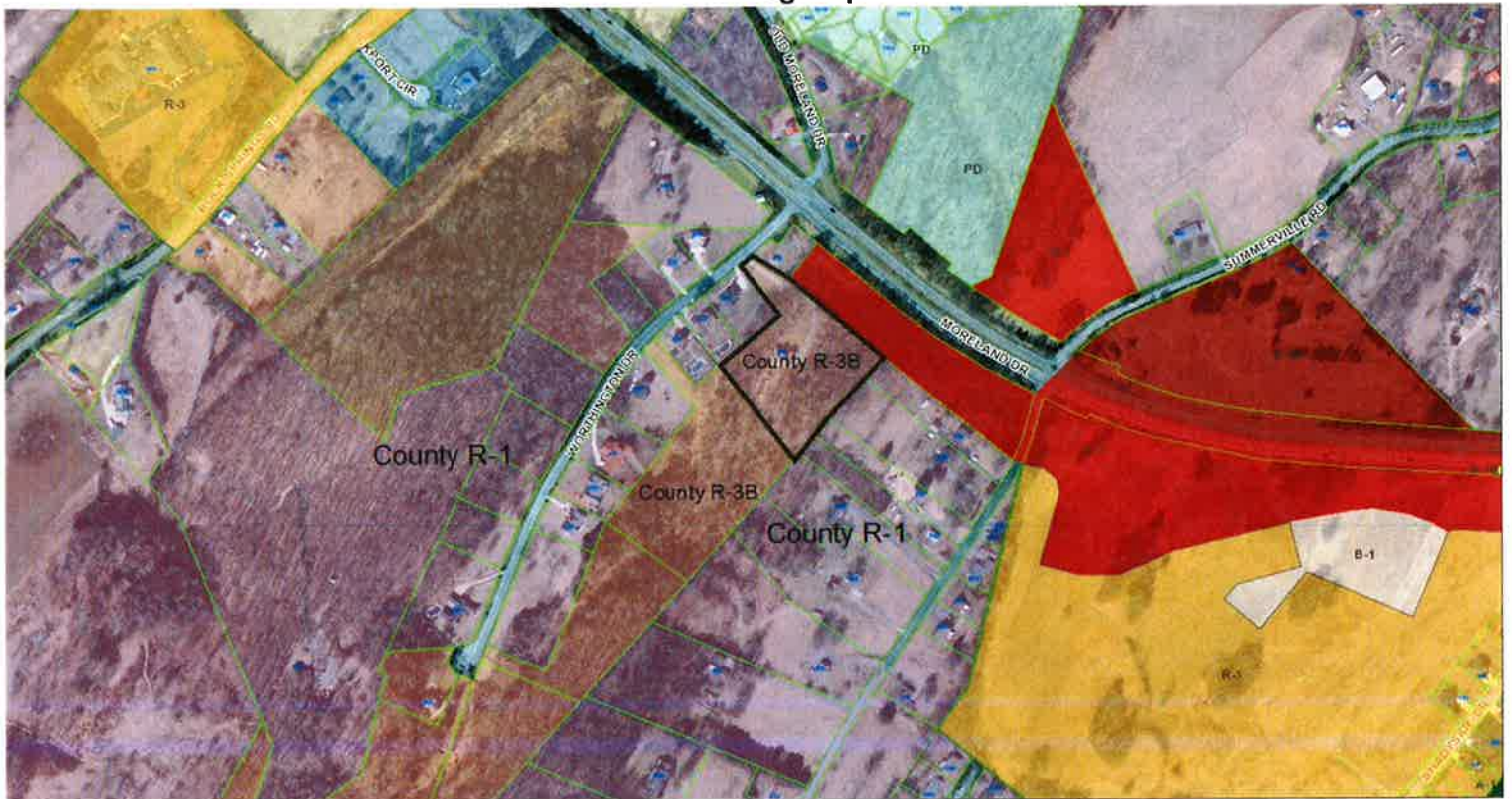
File Number 20-301-00001

Property Information	205 Worthington Drive Annexation		
Address	205 Worthington Drive		
Tax Map, Group, Parcel	Tax Map 91E, Group B, Parcel 20.10		
Civil District	13 th		
Overlay District	n/a		
Land Use Plan Designation	Single Family Residential		
Acres	3.48 +/-		
Existing Use	Single Family	Existing Zoning	County R-1 & R-3B
Proposed Use	Single Family	Proposed Zoning	City R-1B
Owner Information		Owner Information	
Name: Rachael Kerney Address: 205 Worthington Drive City: Kingsport State: TN Zip Code: 37663 Email: rae.raekerney@gmail.com Phone Number: 423.963.0503			
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> • <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i> • <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i> <p>Staff Field Notes and General Comments: This is a property owner-requested annexation submitted by Ms. Rachael Kerney. The reason for the request is for city school availability. The property is served with both city water and sewer. The annexation proposal conforms with the annexation policy. The parcel is a part of the Worthington Subdivision.</p>			
Planner:	Jessica Harmon	Date:	April 21, 2020
Planning Commission Action		Meeting Date:	May 21, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Location Map



Zoning Map



Future Land Use Map



06/09/2020 5:00:45 PM

4 of 4

View of Annexation Site from Worthington Drive



Cost

205 Worthington Dr

Cost Estimate/ tax records as of April 2020

Revenues	One Time	Reoccurring (annual)
Property Taxes	X	\$1634
State Shared	X	\$300
Stormwater	X	\$42
Water & Sewer Rev (loss) *	X	\$(465)
Total		\$1,511

\$317,200 appraisal

\$100.00 x 3 residents

5,000 gallon/month avg
(rate reductions)

Expenses	One Time	Reoccurring (annual)
Operating Budget		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	0.00
Subtotal	0.00	0.00
Capital Budget		
Water	\$2,500.00	0.00
Sewer	0.00	0.00
Streets	0.00	0.00
Subtotal	0.00	0.00
Grand Total	\$2,500	\$0

1 hydrant

Google Earth Aerial



CONCLUSION

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Seaver Road Annexation based on the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*



AGENDA ACTION FORM

Appropriate \$75,845 from the U.S. Department of Justice for the Coronavirus Emergency Supplemental Funding Program Grant #2020-H1999-TN-VD

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

Action Form No.: AF-160-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
Staff Work By: Capt. Gore
Presentation By: Chief Quillin

Recommendation:

Approve the Ordinance.

Executive Summary:

On April 7, 2020 via AF-89-2020, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Department of Justice Coronavirus Emergency Supplemental Funding Program grant. We have been notified that we were approved for \$75,845.00 in grant funds. The grant will be utilized to "...prevent, prepare for, and respond to the coronavirus..." specifically as reimbursement to the city for monies already spent and in the future for, but not limited to, PPE, disinfectant solutions and equipment to be utilized in response to the Coronavirus.

There are no matching fund requirements.

Attachments:

1. Budge Ordinance

Funding source appropriate and funds are available: *CM*

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

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



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There are no matching fund requirements.

Attachments:

1. Budget 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	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET 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 Projects-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice to the Coronavirus Aid Program project (NC2022) in the amount of \$75,845.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Projects-Special Revenue Fund: 111</u>			
<u>Revenues:</u>			
<u>Coronavirus Aid Program (NC2022)</u>	\$	\$	\$
111-0000-337.38-00 U S Department of Justice	0	75,845	75,845
<i>Totals:</i>	0	75,845	75,845
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tools	0	75,845	75,845
<i>Totals:</i>	0	75,845	75,845

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

PATRICK W. SHULL, Mayor

ATTEST:

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

Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Edinburgh Phase 12 Development

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

Action Form No.: AF-33-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: David Harris
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

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

Pursuant to the policy, the BMA entered into Materials Agreements with The Edinburgh Group, LLC related to Edinburgh Phase 12 (AF-157-2019) in the amount of \$12,752.16. Upon construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$11,619.92.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 559 Building Permits and 483 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Maps
4. As-Built Drawing
5. Development Chart

Funding source appropriate and funds are available: *jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO EDINBURG GROUP, LLC
FOR EDINBURGH PHASE 12

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Edinburg Group, LLC entered into a Materials Agreement in the total amount of \$12,752.16, with the city for provision of certain water and sewer materials by the city for Edinburgh, Phase 12; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$11,619.92 for Edinburgh, Phase 12; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Edinburg Group, LLC in the amount of \$11,619.92 for Edinburgh, Phase 12, is approved.

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

ADOPTED this the 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement

Project: Edinburgh Phase 12
 Date: May 26, 2020
 Developer: Edinburgh Group, LLC

File No : 2019-D5

Water Line

Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	14.00	Joints	\$269.15	\$3,768.10
42120	4' Bury Hydrant	1.00	each	\$1,573.59	\$1,573.59
42325	6" Gate Valve	1.00	each	\$472.00	\$472.00
42335	8" MJ Gate Valve	2.00	each	\$750.07	\$1,500.14
43031	8x8x6 Anchor Tee	1.00	each	\$103.97	\$103.97
41794	8" Plug w/ 2" Tap	1.00	each	\$42.61	\$42.61
42845	6" Anchor Coupling	1.00	each	\$81.09	\$81.09
Project #	WA2050				
	Expense To:				
Project Total	451-0000-605-9003				\$7,541.50
Sales Tax	451-0000-207-0201			9.50%	\$716.44
	Total Cost Including Tax				\$8,257.94
	Amount Paid and Receipted To:				
Contractor Paid	451-0000-208-1250				\$7,268.94
Sales Tax:	451-0000-207-0201			9.50%	\$690.55
	Total Cost Including Tax				\$7,959.49
	Sales Tax Adjustment				\$25.89
Water	Refund Due Developer				\$7,243.05

Materials Agreement

Project: Edinburgh Phase 12
 Date: May 26, 2020
 Developer: Edinburgh Group, LLC

File No.: 2019-D5

Sanitary Sewer

Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	36.00	Joints	\$47.60	\$1,713.60
45057	8" x 6" Tee Wye gsktd Sewer	11.00	each	\$34.67	\$381.37
45112	Manhole Covers v-1312-44	2.00	each	\$241.95	\$483.90
45226	Manhole Base (24") w/ Invert	2.00	each	\$533.00	\$1,066.00
45223	Manhole 16" Riser (48")	2.00	each	\$133.00	\$266.00
45221	Manhole 24" Cone	2.00	each	\$193.00	\$386.00
45230	Manhole 4" Grade Ring	2.00	each	\$40.00	\$80.00
Project #	SW2050				
	Expense To:				
Project Total	452-0000-606-9003				\$4,376.87
Sales Tax	452-0000-207-0201			9.50%	\$415.80
	Total Cost Including Tax				\$4,792.67
	Amount Paid and Received To:				
Contractor Paid	452-0000-208-1250				\$4,376.87
Sales Tax:	452-0000-207-0201			9.50%	\$415.80
	Total Cost Including Tax				\$4,792.67
	Sales Tax Adjustment				\$0.00
Sewer	Refund Due Developer				\$4,376.87
				Total Refund	\$11,619.92

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Donna Dixon

Date: _____

City of Kingsport Inspector: Donald Ralls

Date: _____

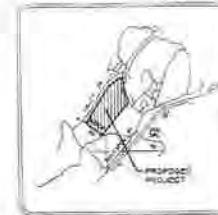
Developer: [Signature]
 Date: 6/22/20



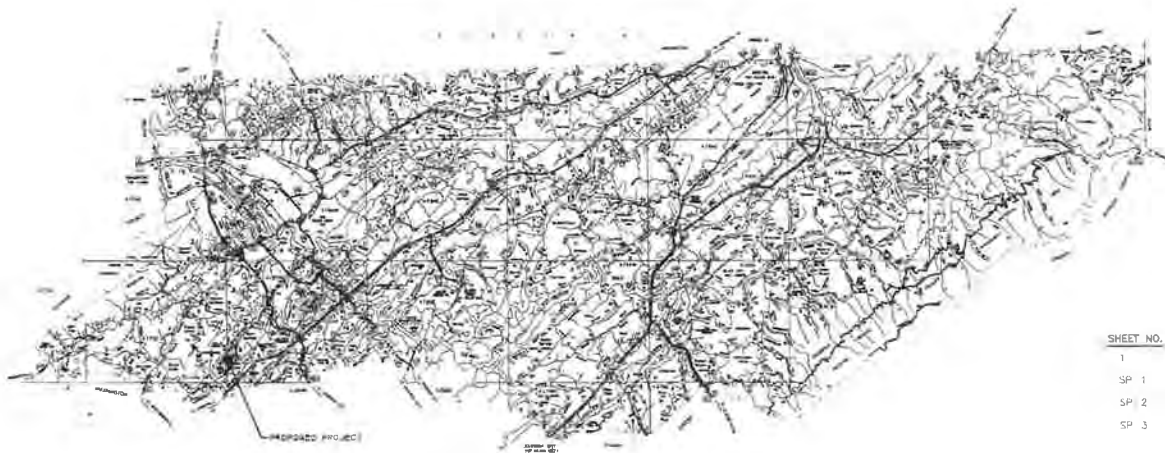
THE COTTAGES AT EDINBURGH - PHASE 1

THE EDINBURGH GROUP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP
N.T.S.



SULLIVAN COUNTY
TENNESSEE

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	COVER
SP-1	ROADWAY AND SIDEWALK DETAILS
SP-2	OVERALL SITE PLAN
SP-3	SITE ROADWAY LAYOUT AND STAKING PLAN AND SITE GRADING AND STORM SEWER UTILITIES PLAN
SP-4	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
SP-5	SITE STORM DETAILS
SP-6	SANITARY SEWER UTILITIES PLAN
SP-7	STREET PROFILES AND UTILITIES PROFILES - SANITARY SEWER
SP-8	SITE UTILITIES DETAILS - SANITARY SEWER
SP-9	WATER UTILITIES PLAN
SP-10	SITE UTILITIES DETAILS - WATER
SP-11	EROSION CONTROL PLAN AND EROSION CONTROL DETAILS
SP-12	SWPPP NARRATIVE AND SEEDING SCHEDULES

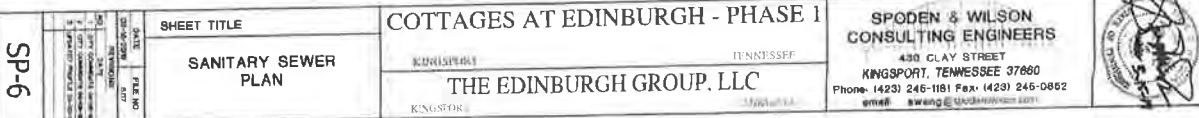


**SPODEN & WILSON
CONSULTING ENGINEERS**
430 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1181 Fax: (423) 245-0852
email: sweng@spodenwilson.com

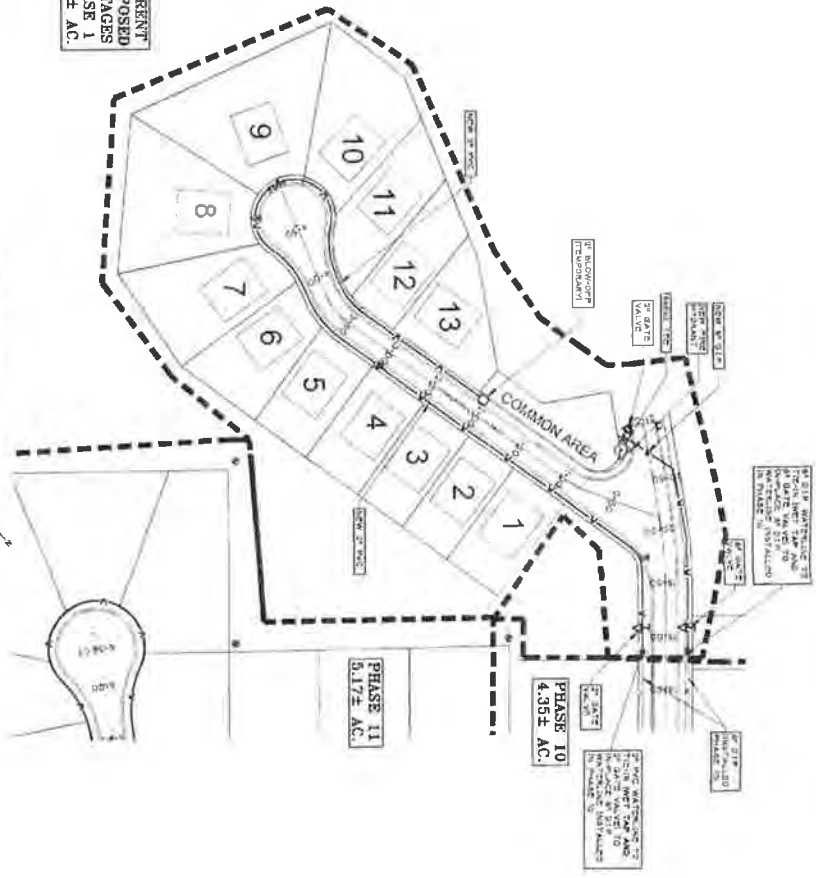
SET NO. _____

REVISION NO. 2 05-08-2018

FILE NO. 6117



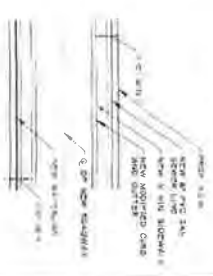
CURRENT
PROPOSED
COTTAGES
PHASE 1
4.68± AC.



WATER UTILITIES PLAN

NOTE:
1. ALL UTILITIES TO BE SHOWN ON THIS PLAN SHALL BE SHOWN IN ACCORDANCE WITH THE CITY OF EDINBURGH, TENNESSEE, STANDARD SPECIFICATIONS FOR WATER UTILITIES, LATEST EDITION.
2. ALL UTILITIES SHALL BE SHOWN IN ACCORDANCE WITH THE CITY OF EDINBURGH, TENNESSEE, STANDARD SPECIFICATIONS FOR WATER UTILITIES, LATEST EDITION.
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13. ALL UTILITIES SHALL BE SHOWN IN ACCORDANCE WITH THE CITY OF EDINBURGH, TENNESSEE, STANDARD SPECIFICATIONS FOR WATER UTILITIES, LATEST EDITION.

TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT



LEGEND

1. D PLAT BOOK
 PL. PLAT
 CS.M. SANITARY SEWER MANHOLE
 ST.M. STORM MANHOLE
 F. FIRE HYDRANT
 I. INVERT
 W. WATER METER
 H.D. HIGH-DENSITY POLYETHYLENE PIPE
 C. CLEAN OUT
 C.I. CURB INLET
 P.C. POLYVINYL CHLORIDE
 W. WATERLINE
 S. SEWER LINE

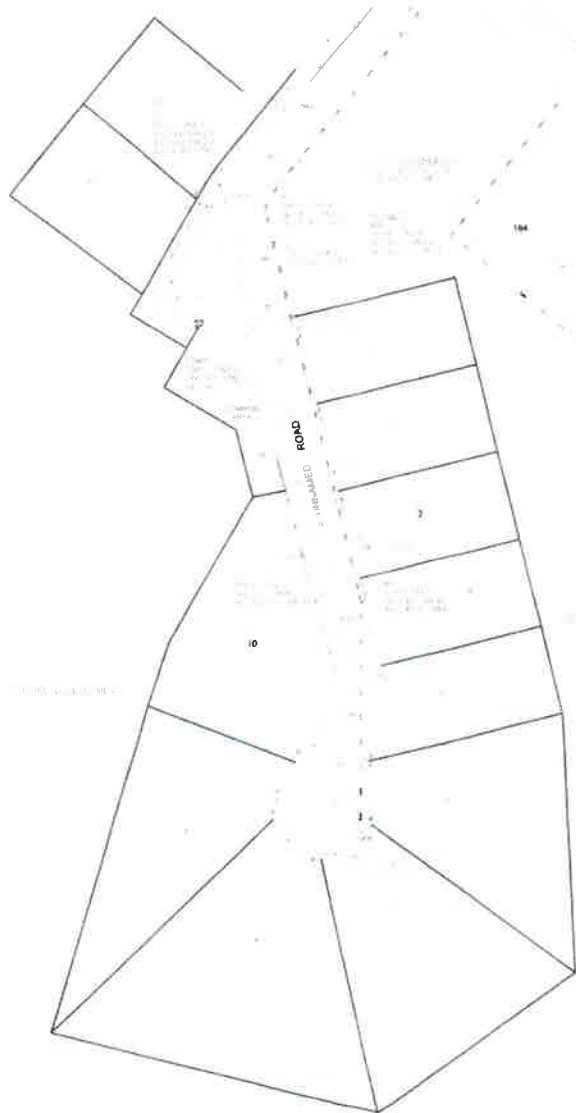
ALL AS-BUILT INFORMATION IS BASED UPON A COMPARISON OF THE AS-BUILT MAP WITH THE RECORD MAP. THE RECORD MAP IS THE ONLY SOURCE OF INFORMATION FOR THE AS-BUILT MAP. THE AS-BUILT MAP IS NOT A SUBSTITUTE FOR THE RECORD MAP. THE AS-BUILT MAP IS A SUMMARY OF THE RECORD MAP. THE AS-BUILT MAP IS NOT A SUBSTITUTE FOR THE RECORD MAP. THE AS-BUILT MAP IS A SUMMARY OF THE RECORD MAP.

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12/1/2012



LOCATION MAP



12/1/2012

STORM, SANITARY SEWER, & WATER AS-BUILT
 EDINBURGH PHASE 12
 KINGSFORD, TENNESSEE

ALLEY & ASSOCIATES, INC.
 100 E. MARKET STREET, SUITE 200
 KINGSFORD, TENNESSEE 37083
 TELEPHONE (615) 336-1111
 FAX (615) 336-1112

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	15	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 215	187	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020				Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	42	39	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	15	\$44,680.99	Closed
Harold Stemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	53	39	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	6	5	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	42	38	\$66,603.46	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 60	53	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	42	41	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
	Riverbend - Epcon Phase II (tabled 1/10/11)	9	(\$33,171.54)	02/01/11				Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	\$30,938.04	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	\$1,959.94	Closed
Vic Davis	The Summitt at Preston Park Ph 3	20	\$79,327.82	12/03/13	4	3	\$70,967.77	Closed
	TOTAL	921	\$1,214,225.48		559	483	\$1,165,977.77	

Revised 05/05/20



AGENDA ACTION FORM

Awarding the Bid for Water Treatment Plant and Water Distribution Sites SCADA Master Plan Implementation to Custom Controls

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-192-2020

Work Session: July 6, 2020

First Reading: N/A

Final Adoption: July 7, 2020

Staff Work By: Niki Ensor

Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

The water and wastewater facilities utilize Supervisory Control and Data Acquisition (SCADA) Systems to monitor and control equipment at the w/www plants and remotely at tanks and pump stations. It is a computer system for continuously gathering and analyzing real time data allowing staff to make operational decisions that affect the quantity and quality of water. The information gathered is required to maintain compliance and submitted to state and federal agencies.

Bids were opened June 9, 2020 for the water portion of SCADA Master Plan Implementation Project. The project includes installation of new hardware, communication equipment and SCADA software at the water treatment plant and remote water tank and pump station sites.

CDM Smith and city staff reviewed the bids and recommends awarding the contract to low base bid Custom Controls Inc. in the amount of \$2,432,100. Project funding resides in WA1700.

Base Bid:WTP and Remote Distribution Sites	\$1,492,800.00
Alternate 1:Small Booster Stations	\$64,000.00

Total Bid:	\$2,432,100.00
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Attachments:

1. Resolution
2. Engineer's Recommendation
3. Certified Bid Tab

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SITES SCADA MASTER PLAN TO CUSTOM CONTROLS 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, bids were opened June 9, 2020, for the water portion of SCADA (Supervisory Control and Data Acquisition) Master Plan Implementation Project; and

WHEREAS, upon review of the bids, the board finds Custom Controls is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the installation of new hardware, communication equipment and SCADA software at the water treatment plant and remote water tank and pump station sites from Custom Controls at an estimated construction cost of \$2,432,100.00; and

WHEREAS, funding is identified in project number WA1700.

Now therefore,

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

SECTION I. That the bid for the water portion of SCADA (Supervisory Control and Data Acquisition) Master Plan Implementation Project, consisting of the installation of new hardware, communication equipment and SCADA software at the water treatment plant and remote water tank and pump station sites at an estimated cost of \$2,432,100.00, is awarded to Custom Controls, and the mayor is authorized and directed 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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



1100 Marion Street, Suite 300
Knoxville, TN 37921
Tel: +865-963-4370
Fax: +865-963-4301

June 19, 2020

Niki Ensor
Water and Wastewater Facilities Manager
620 West Industry Drive
Kingsport, Tennessee 37660

Subject: City of Kingsport, Tennessee
SCADA Master Plan Implementation – WTP and Water Distribution Sites
Recommendation for Award

Dear Ms. Ensor,

CDM Smith has reviewed the bids received on June 9, 2020 for the subject project. We have prepared a certified bid tab (attached) and a summary of the received bids is below.

Bidder	Base Bid	Bid Alt. #1	Total with Alternates
Frizzell Construction	\$2,374,300.00	\$30,000.00	\$2,404,300.00
Custom Controls	\$2,368,000.00	\$64,100.00	\$2,432,100.00

Custom Controls was the low bidder based on the base bid is one of the prequalified integrators determined by the Request for Qualifications process that was conducted in January 2019. Based on our review of the bid documents and the bid amount, we would recommend award of the base bid and all additive bid alternate #1 to Custom Controls in the total amount of \$2,432,100.00, provided that the amount is within in the project budget.

It should be noted that this recommendation is based on the evaluation of the submitted bids and comparing the base bid. In the pre-construction meeting it was stated that the award of the contract would be made based on the Base bid. This was documented in the pre-construction meeting minutes and made a part of the bidding documents in Addendum #1.





Niki Ensor
June 19, 2020
Page 2

Please do not hesitate to contact us if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Goodman".

Eric Goodman, P.E.
Senior Project Manager





Final Bid Tabulation
City of Kingsport SCADA Improvements - WTP and Water Distribution Sites
9-Jun-20

Description				Contractor			
				Custom Controls Unlimited, Inc.		Frizzell Construction Company, Inc.	
Base Bid		\$	2,368,000.00	\$	2,374,300.00		
Alternate #1		\$	64,100.00	\$	30,000.00		
Base Bid with Alternate #1		\$	2,432,100.00	\$	2,404,300.00		
Base Bid							
Item	Description	Quantity	Unit	Unit Price	Subtotal	Unit Price	Subtotal
WTP SCADA Improvements							
1.1	Kingsport Water Treatment Plant	1	LS	\$ 928,000.00	\$ 928,000.00	\$ 1,165,300.00	\$ 1,165,300.00
	Water Distribution Sites SCADA Upgrades						
	Water Distribution System Site SCADA Upgrades						
	(includes all materials and labor for all sites shown						
2.1	on Plan Sheets and as detailed in Measurement						
	and Payment, that are not described in other bid						
	items)	1	LS	\$ 1,440,000.00	\$ 1,440,000.00	\$ 1,209,000.00	\$ 1,209,000.00
Total Base Bid					\$ 2,368,000.00		\$ 2,374,300.00
Bid Alternate #1 - Additive Alternate							
Item	Description	Quantity	Unit	Unit Price	Subtotal	Unit Price	Subtotal
	Small Booster Station Communication - Existing						
	small booster station upgrades including new						
3.1	cellular modem/gateway in each upgraded Booster						
	Pump Station RTU and coordination with Verizon						
	Wireless for connectivity, as described on the Plans						
	and in the Specifications.	1	LS	\$ 64,100.00	\$ 64,100.00	\$ 30,000.00	\$ 30,000.00
Total Bid Alternate #1					\$ 64,100.00		\$ 30,000.00
Base Bid with Alternate #1					\$ 2,432,100.00		\$ 2,404,300.00

I hereby certify that this is a true and accurate copy of bids received.

Eric Good 109562

Engineer

TN License No.





AGENDA ACTION FORM

Execute all Documents Necessary to Apply and Accept a Section 5339 Capital Grant from FTA for Transit Vehicles from the U.S. Department of Transportation

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

Action Form No.: AF-190-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Chris Campbell
 Presentation By: Chris Campbell

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Area Transit Service (KATS) receives Federal and State funding for capital activities. KATS will utilize the Federal Transit Administration's (FTA) Section 5339 funding source to replace three transit buses, one transit van, and add one transit van to its fleet. FTA considers this a "multisource" grant because it uses both 5339(a) and 5339(b) source codes. Each code has a different matching requirement as shown in the table below. Funding to fulfill the local match was allotted in the City of Kingsport FY 20 budget.

FTA Section 5339 Capital	Local	State	Federal	Total
Section 5339(a) (85%) Federal; (7.5%) Local; (7.5%) State	\$31,748	\$31,748	\$359,804	\$423,300
Section 5339(b) (61%) Federal; (29%) Local; (10%) State	\$12,355	\$35,830	\$75,366	\$123,551
Grand Total	\$44,103	\$67,578	\$435,170	\$546,851

Attachments:

1. Resolution
2. Allocation Letters

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: *SAC*

	Y	N	O
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 SECTION 5339 CAPITAL GRANT FUNDS FROM THE
FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Kingsport Area Transit Service (KATS) receives federal and state funding for capital activities from the Federal Transit Administration's (FTA); and

WHEREAS, the city would like to apply for the FTA Section 5339 funding grant in the amount of \$546,851.00 to replace three transit buses, one transit van, and add one transit van to its fleet; and

WHEREAS, the \$44,103.00 local match is allotted in the City of Kingsport FY 20 budget.

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 Section 5339 Capital Grant funds in the amount of \$546,851.00 from the Federal Transit Administration, which includes a \$44,103.00 local match to replace three transit buses, one transit van, and add one transit van to its fleet for the Kingsport Area Transit Service.

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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 25, 2020

RE: FTA Section 5339 Redistribution of FFY2017 Program Allocation

Dear Small Urban Transit Agencies:

TDOT is issuing this revised FFY2017 5339 Program split allocation letter in order to enable Tennessee's small urban agencies to apply directly for 5339 Program funds and to avoid any FFY2017 funds from lapsing. Based on the July 13, 2017 allocation letter, agencies had until September 30, 2019 to notify TDOT of their plans to obligate their FFY2017 allocated funds. One agency confirmed that it would not be obligating FFY2016 funds; therefore, TDOT has redistributed these funds to Kingsport Area Transit Service in the Kingsport UZA, as indicated in the table below. The FFY2017 funds have been redistributed based on director's discretion.

FTA Section 5339 Redistributed FFY2017 Allocation

Urbanized Area	Full Split Allocation July 13, 2017	Amount Redistributed June 25, 2020	New FFY2017 Split Allocation
Bristol	\$34,461.00	-\$34,461.00	\$0.00
Clarksville	\$222,208.00	-	\$222,208.00
Cleveland	\$69,995.00	-	\$69,995.00
Jackson	\$122,035.00	-	\$122,035.00
Johnson City	\$156,643.00	-	\$156,643.00
Kingsport	\$89,322.00	+\$34,461	\$123,783
Morristown	\$72,946.00	-	\$72,946.00
Murfreesboro	\$124,119.00	-	\$124,119.00
TOTAL	\$891,729.00	-	\$891,729.00

In order to receive these redistributed FFY2017 5339 funds, the Kingsport Area Transit Service must meet an initial transmittal deadline of **July 3, 2020**. The FFY2017 5339 funds that are not included in a transmitted application by this date will lapse on September 30, 2020 and return to the U.S. Treasury.

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Kaitlyn McClanahan, Grants Administration Supervisor, at kaitlyn.mcclanahan@tn.gov or by phone at (615) 532-5835.

Best regards,


Suzanne Carlson
Director

cc: Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Larry Sanborn, Multimodal Assistant Director
Kaitlyn McClanahan, Grants Administration Program Supervisor
Jason Spain, TPTA Executive Director
Mike Patterson, TPTA President



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
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NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

March 26, 2019

RE: FTA Section 5339 FFY2019 Program Allocation

Dear Direct Recipients:

The FTA has announced the Federal Fiscal Year (FFY) 2019 5339 Small Urban Apportionment. TDOT is issuing this split allocation letter to enable Tennessee's small urban agencies to apply directly to the FTA for these 5339 funds.

TDOT Multimodal is pleased to announce the allocation of FTA Section 5339 program funds for FFY2019. Allocations are determined by formula. Factors include the UZA population reported by the 2010 US Census, as well as verified 2017 National Transit Database (NTD) data for Revenue Miles, Unlinked Passenger Trips, and Local Participation.

The table below shows the funds allocated to each Direct Recipient:

FTA Section 5339 FFY2019 Allocation

Direct Recipient	FFY19 Allocation
Bristol Tennessee Transit	\$43,570.00
Clarksville Transit System	\$289,417.00
Cleveland Urban Area Transit System	\$87,799.00
Jackson Transit Authority	\$150,289.00
Johnson City Transit	\$197,165.00
Kingsport Area Transit Service	\$113,083.00
Morristown - ETHRA	\$58,967.00
Murfreesboro Rover Transit System	\$174,301.00
TOTAL	\$1,114,591.00

Direct Recipients may not suballocate 5339 funds to other agencies. TDOT offers state match on 5339 capital funds. Contracts will have a two year term period at time of request, unless circumstances exist that require a period beyond two years, which will be reviewed on a case-by-case basis. Funds allocated are subject to redistribution if not obligated by the deadline.

Tennessee 5339 funds are in high demand across the state and TDOT wants to ensure every \$1 is utilized for public transit service and that discarding any funds back to the FTA is minimized. Direct Recipients must receive approval from TDOT prior to deobligating funds in their active 5339 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from the agency's future 5339 allocations.

The table below indicates the period of availability for all 5339 funds:

Federal Fiscal Year	Deadline for Obligating Funds in FTA Grants
FFY17	September 30, 2019
FFY18	September 30, 2020
FFY19	September 30, 2021

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Christopher Turner, 5339 Program Manager, at christopher.turner@tn.gov or by phone at (615) 253-1033.

Best regards,



Kaitlyn McClanahan
Program Supervisor

cc: Toks Omishakin, Deputy Commissioner/Chief
Dan Pallme, Multimodal Interim Director
Larry Sanborn, Multimodal Assistant Director
Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Andres Ramirez, FTA Community Planner
Jason Spain, TPTA Executive Director
Lisa Maragnano, TPTA President



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
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NASHVILLE, TN 37243-0349
(615)741-2781**

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 15, 2018

RE: FTA Section 5339 FFY2018 Program Allocation

Dear Direct Recipients:

The FTA has announced the Federal Fiscal Year (FFY) 2018 5339 Small Urban Apportionment. TDOT is issuing this split allocation letter to enable Tennessee's small urban agencies to apply directly to the FTA for these 5339 funds.

TDOT Multimodal is pleased to announce the allocation of FTA Section 5339 program funds for FFY2018. Allocations are determined by formula. Factors include the UZA population reported by the 2010 US Census, as well as verified 2016 National Transit Database (NTD) data for Revenue Miles, Unlinked Passenger Trips, and Local Participation.

The table below shows the funds allocated to each Direct Recipient:

FTA Section 5339 FFY2018 Allocation

Direct Recipient	FFY18 Allocation
Bristol Tennessee Transit	\$47,443.00
Clarksville Transit System	\$307,964.00
Cleveland Urban Area Transit System	\$89,227.00
Jackson Transit Authority	\$173,332.00
Johnson City Transit	\$208,603.00
Kingsport Area Transit Service	\$122,938.00
Morristown - ETHRA	\$81,535.00
Murfreesboro Rover Transit System	\$185,731.00
TOTAL	\$1,216,773.00

Direct Recipients may not suballocate 5339 funds to other agencies. TDOT offers state match on 5339 capital funds. Contracts will have a two year term period at time of request, unless circumstances exist that require a period beyond two years, which will be reviewed on a case-by-case basis. Funds allocated are subject to redistribution if not obligated by the deadline.

Tennessee 5339 funds are in high demand across the state and TDOT wants to ensure every \$1 is utilized for public transit service and that discarding any funds back to the FTA is minimized. Direct Recipients must receive approval from TDOT prior to deobligating funds in their active 5339 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from the agency's future 5339 allocations.

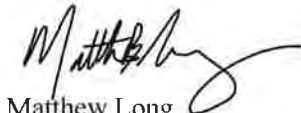
The table below indicates the period of availability for all 5339 funds:

Federal Fiscal Year	Deadline for Obligating Funds in FTA Grants
FFY16	September 30, 2018
FFY17	September 30, 2019
FFY18	September 30, 2020

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Christopher Turner, 5339 Program Manager, at christopher.turner@tn.gov or by phone at (615) 253-1033.

Best regards,



Matthew Long
Transit Manager

cc: Toks Omishakin, Deputy Commissioner/Chief
Liza Joffrion, Multimodal Director
Larry Sanborn, Multimodal Assistant Director
Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Andres Ramirez, FTA Community Planner
Jason Spain, TPTA Executive Director
Lisa Maragnano, TPTA President



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
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505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615)741-2781**

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

April 23, 2018

RE: FTA Section 5339(b) FFY2017 Discretionary Award Allocation

Dear Direct Recipients,

The FTA recently announced awardees for the FFY2017 5339(b) Discretionary Program, which included a \$6 million award to TDOT. Based on the submitted program application to FTA, the project match level approved represents a 61% federal, 29% state, 10% local split. Direct Recipients are required to adhere to this federal/state/local match in their TrAMS application. In addition, this split allocation letter enables Tennessee's urban agencies to apply directly to the FTA for their portion of the 5339(b) awarded funds.

The table below shows the funds allocated to each Direct Recipient in the original application.

FTA Section 5339(b) FFY2017 Award Allocation

Direct Recipient	Award Allocation
Chattanooga Area Regional Transportation Authority	\$1,271,803.00
Jackson Transit Authority	\$211,967.00
Johnson City Transit	\$607,639.00
Kingsport Area Transit Service	\$75,366.00
Memphis Area Transit Authority	\$1,354,235.00
Tennessee Department of Transportation	\$2,478,990.00
TOTAL	\$6,000,000.00

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339(b) to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339(b) funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Chris Turner, 5339 Program Manager, at christopher.turner@tn.gov or by phone at (615) 253-1033.

Best regards,

A handwritten signature in black ink, appearing to read 'Matthew Long', with a stylized flourish at the end.

Matthew Long
Transit Manager

cc: Toks Omishakin, Deputy Commissioner/Chief
Liza Joffrion, Multimodal Director
Larry Sanborn, Multimodal Assistant Director
Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Andres Ramirez, FTA Community Planner
Jason Spain, TPTA Executive Director
Lisa Maragnano, TPTA President



AGENDA ACTION FORM

Amend TDOT Grant Contracts for Phases 1 and 2 of the Stone Drive Multi-Modal Access Project

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

Action Form No.: AF-167-2020
 Work Session: July 6, 2020
 First Reading: NA

Final Adoption: July 7, 2020
 Staff Work By: Tim Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolutions.

Executive Summary:

In February 2019 the BMA approved amending the agreement with TDOT extending the completion date for the Stone Drive Multi-Modal Access Project Phase 1 (AF-30-2019). This amendment extended the contract completion date aligning Phase 1 and Phase 2 for one construction project.

It is requested to amend both agreements with TDOT extending the contract completion dates as we proceed with construction of this project. The extended contract completion date for Phase 1 is August 31, 2021; and the extended contract completion date for Phase 2 is September 8, 2021.

Amendment Four (Phase 1)

TDOT Agreement Number: 150074; PIN: 121997.00; State Project Number: 82LPLM-S3-064.

Amendment Two (Phase 2)

TDOT Agreement Number: 160089; PIN: 123629.00; State Project Number: 82LPLM-S3-075.

Attachments:

1. Resolutions
2. Amendment Four (Phase 1)
3. Amendment Two (Phase 2)
4. Location Map

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: *[Signature]*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT FOUR FOR GRANT CONTRACT 150074, PIN #121997.00 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STONE DRIVE MULTI-MODAL ACCESS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in December, 2015, the board approved a resolution authorizing the mayor to sign a grant contract with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project Phase 1; and

WHEREAS, over this period of time, TDOT has requested amending the agreement for multiple reasons; and

WHEREAS, TDOT has requested amending the agreement again to completion date of August 31, 2021.

Now therefore,

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

SECTION I. That amendment four for Grant Contract 150074, PIN# 121997.00, with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project Phase 1, 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, amendment four of Grant Contract 150074, PIN# 121997.00 with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

AMENDMENT FOUR
OF GRANT CONTRACT 150074, PIN 121997.00

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

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following: "**B. CONTRACT PERIOD:**

B.1. The Agency agrees to complete the herein assigned phases of the Project on or before August 31, 2021. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department."

2. 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).

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

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT TWO FOR GRANT CONTRACT 160089; PIN: 123629.00; STATE PROJECT NUMBER: 82LPLM-S3-075, WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STONE DRIVE MULTI-MODAL ACCESS PROJECT PHASE 2; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in September, 2016, the board approved a resolution authorizing the mayor to sign a grant contract with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project Phase 2; and

WHEREAS, TDOT has requested amending the agreement again to completion date of September 8, 2021.

Now therefore,

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

SECTION I. That Amendment two for Grant Contract 160089; PIN: 123629.00; State Project Number: 82LPLM-S3-075 with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project Phase 2 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, amendment two of Grant Contract 160089; PIN: 123629.00; State Project Number: 82LPLM-S3-075 with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**AMENDMENT TWO
OF GRANT CONTRACT 160089, PIN 123629.00**

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

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following: **"B. CONTRACT PERIOD:**

B.1. The Agency agrees to complete the herein assigned phases of the Project on or before September 8, 2021. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department."

2. 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).

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

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/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 7th day of July, 2020.

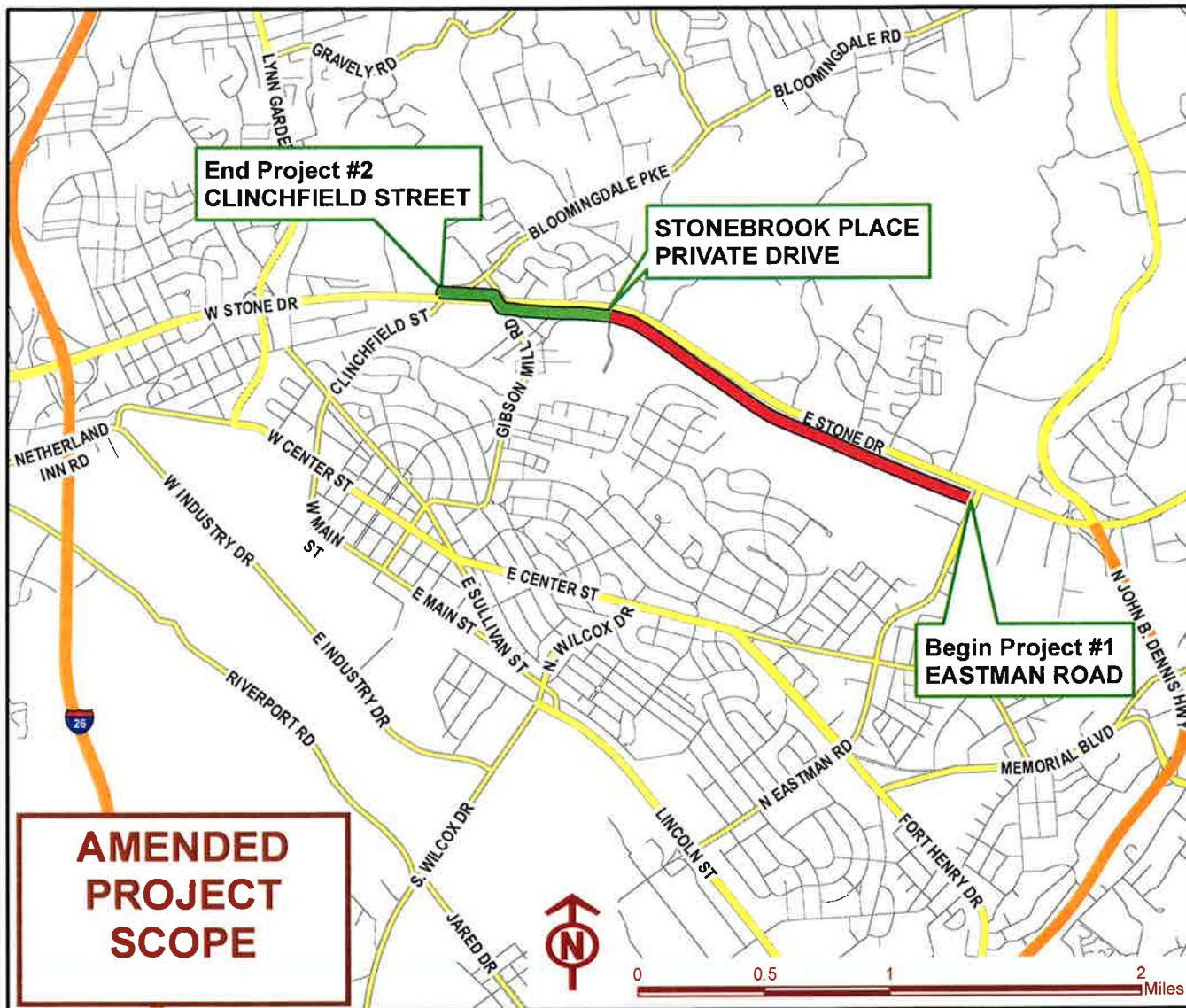
PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY





AGENDA ACTION FORM

Award Bid to Summers-Taylor, Inc. for Stone Drive Multi-Modal Access Project Phases 1 and 2

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

Action Form No.: AF-168-2020
 Work Session: July 6, 2020
 First Reading: NA

Final Adoption: July 7, 2020
 Staff Work By: Tim Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on June 17, 2020 for the Stone Drive Multi-Modal Access Project Phases 1 and 2. This project consists of Construction of approximately 1.018 mile (Phase 1) and 0.649 mile (Phase 2) of 5' wide sidewalk. Sidewalk will be constructed along SR-1/US 11-W (Stone Drive) in Kingsport, TN. Work will begin 450 feet west of Pinebrook Drive and continues to Bloomingdale Pike. Also included in the scope of work is retaining walls at several culvert crossings, installation of bus shelters, modification to a traffic signal, and resurfacing of commercial driveways. The scheduled completion date for this project is May 28, 2021.

Submitted bids were reviewed by city staff and the consulting engineer. Along with TDOT's concurrence it is recommended to award the contract to the apparent low bidder, Summers-Taylor Inc. in the amount of \$1,131,898.15 –

Base Bid	\$1,131,898.15
Contingency 6%	<u>67,913.89</u>
Total Project Cost	\$1,199,812.04

This project is funded 95% State and 5% Local. Funding is identified and available in GP1623.

Attachments:

1. Resolution
2. Bid Tab
3. Location Map

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE STONE DRIVE MULTI-MODAL PROJECT PHASES 1 AND 2 TO SUMMERS-TAYLOR, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 17, 2020, for the Stone Drive Multi-Modal Access Project Phases 1 and 2; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of approximately 1.018 mile (Phase 1) and 0.649 mile (Phase 2) of 5 feet wide sidewalks, as well as retaining walls at several culvert crossings, installation of bus shelters, modification to a traffic signal, and resurfacing of commercial driveways from Summers-Taylor Inc. at an estimated construction cost of \$1,131,898.15, which requires a local match of 5%; and

WHEREAS, the scheduled completion date for this project is May 28, 2021.

WHEREAS, funding is identified in project number GP1623;

Now therefore,

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

SECTION I. That the bid for the Stone Drive Multi-Modal Access Project Phases 1 and 2, consisting of construction of approximately 1.018 mile (Phase 1) and 0.649 mile (Phase 2) of 5 feet wide sidewalks, as well as retaining walls at several culvert crossings, installation of bus shelters, modification to a traffic signal, and resurfacing of commercial driveways at an estimated cost of \$1,131,898.15 is awarded to Summers-Taylor Inc., 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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID TABULATION

County: Sullivan

City of Kingsport - Stone Drive Sidewalk Improvements (Pin #121997.00 & Pin #123629.00)

ITEM NO.	TDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ESTIMATED UNIT COST	ESTIMATED EXTENDED PRICE	SUMMERS TAYLOR, INC.		ADAMS CONSTRUCTION, LLC		BAKER'S CONSTRUCTION SERVICES, INC.		THOMAS CONSTRUCTION COMPANY, INC.		SOUTHERN CONSTRUCTORS	
							UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
CONSTRUCTION ITEMS																
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	L.S.	1	\$ 25,000.00	\$ 25,000.00	\$ 26,500.00	\$ 26,500.00	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
2	201-01	CLEARING AND GRUBBING	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 31,273.58	\$ 31,273.58	\$ 70,000.00	\$ 70,000.00	\$ 60,000.00	\$ 60,000.00
3	202-01.01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 27,500.00	\$ 27,500.00	\$ 60,000.00	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00	\$ 61,000.00	\$ 61,000.00	\$ 120,000.00	\$ 120,000.00
4	202-01.50	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (ENDWALL)	L.S.	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00	\$ 50,000.00	\$ 50,000.00
5	202-02.01	REMOVAL OF PIPE (12")	L.F.	61	\$ 10.00	\$ 610.00	\$ 32.00	\$ 1,952.00	\$ 16.00	\$ 976.00	\$ 75.00	\$ 4,575.00	\$ 25.00	\$ 1,525.00	\$ 40.00	\$ 2,440.00
6	202-03	REMOVAL OF ROAD PAVEMENT, SIDEWALK, ETC.	S.Y.	160	\$ 10.00	\$ 1,600.00	\$ 29.00	\$ 4,640.00	\$ 12.00	\$ 1,920.00	\$ 55.27	\$ 8,843.20	\$ 25.00	\$ 4,000.00	\$ 35.00	\$ 5,600.00
7	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1,075	\$ 6.00	\$ 6,450.00	\$ 3.30	\$ 3,547.50	\$ 8.00	\$ 8,600.00	\$ 4.31	\$ 4,633.25	\$ 15.00	\$ 16,125.00	\$ 20.00	\$ 21,500.00
8	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	700	\$ 18.00	\$ 12,600.00	\$ 75.00	\$ 52,500.00	\$ 32.00	\$ 22,400.00	\$ 31.25	\$ 21,875.00	\$ 85.00	\$ 45,500.00	\$ 55.00	\$ 38,500.00
9	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	2,262	\$ 20.00	\$ 45,240.00	\$ 22.00	\$ 49,764.00	\$ 35.00	\$ 79,170.00	\$ 24.00	\$ 54,288.00	\$ 75.00	\$ 168,650.00	\$ 55.00	\$ 124,410.00
10	203-04	PLACING & SPREADING TOPSOIL	C.Y.	538	\$ 10.00	\$ 5,380.00	\$ 15.00	\$ 8,070.00	\$ 10.00	\$ 5,380.00	\$ 14.12	\$ 7,596.56	\$ 75.00	\$ 40,350.00	\$ 25.00	\$ 13,450.00
11	203-06	WATER	M.G.	2.9	\$ 40.00	\$ 116.00	\$ 30.00	\$ 87.00	\$ 100.00	\$ 290.00	\$ 13.34	\$ 38.69	\$ 70.00	\$ 203.00	\$ 30.00	\$ 87.00
12	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	439	\$ 25.00	\$ 10,975.00	\$ 22.00	\$ 9,658.00	\$ 35.00	\$ 15,365.00	\$ 46.82	\$ 20,553.98	\$ 75.00	\$ 32,925.00	\$ 65.00	\$ 28,535.00
13	209-00	SEDIMENT REMOVAL	C.Y.	54	\$ 10.00	\$ 540.00	\$ 30.00	\$ 1,620.00	\$ 10.00	\$ 540.00	\$ 9.03	\$ 487.62	\$ 35.00	\$ 1,890.00	\$ 50.00	\$ 2,700.00
14	209-06.02	SILT FENCE (WITH BACKING)	L.F.	2,465	\$ 5.00	\$ 12,325.00	\$ 4.55	\$ 11,215.75	\$ 3.80	\$ 9,387.00	\$ 5.00	\$ 12,325.00	\$ 5.00	\$ 12,325.00	\$ 5.00	\$ 14,790.00
15	209-06.03	SILT FENCE (WITHOUT BACKING)	L.F.	3,853	\$ 3.00	\$ 11,559.00	\$ 1.80	\$ 6,935.40	\$ 1.75	\$ 6,742.75	\$ 3.83	\$ 14,756.89	\$ 2.00	\$ 7,706.00	\$ 4.00	\$ 15,412.00
16	209-40.3.1	CATCH BASIN PROTECTION (TYPE B)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00
17	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	916	\$ 28.00	\$ 25,648.00	\$ 45.00	\$ 41,220.00	\$ 35.00	\$ 32,060.00	\$ 36.00	\$ 34,808.00	\$ 50.00	\$ 45,800.00	\$ 45.00	\$ 41,220.00
18	307-01.06	ASPHALT CONCRETE MIX (PG64-22) (BMB-HM) GRADING B-M2	TON	188	\$ 100.00	\$ 18,800.00	\$ 147.00	\$ 27,636.00	\$ 152.00	\$ 28,576.00	\$ 163.95	\$ 34,562.60	\$ 400.00	\$ 75,200.00	\$ 150.00	\$ 28,200.00
19	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PG)	TON	2	\$ 300.00	\$ 600.00	\$ 975.00	\$ 1,950.00	\$ 985.00	\$ 1,970.00	\$ 1,220.08	\$ 2,440.16	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00
20	402-02	AGGREGATE FOR COVER MATERIAL (PG)	TON	7	\$ 20.00	\$ 140.00	\$ 30.00	\$ 210.00	\$ 31.00	\$ 217.00	\$ 37.54	\$ 262.78	\$ 35.00	\$ 245.00	\$ 50.00	\$ 350.00
21	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	\$ 650.00	\$ 650.00	\$ 925.00	\$ 925.00	\$ 935.00	\$ 935.00	\$ 1,157.51	\$ 1,157.51	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00
22	411-02.31	ACS MIX (PG64-22) GRADING E ROADWAY	TON	237	\$ 120.00	\$ 28,440.00	\$ 202.00	\$ 47,400.00	\$ 205.00	\$ 48,585.00	\$ 250.27	\$ 59,313.99	\$ 500.00	\$ 118,500.00	\$ 205.00	\$ 48,585.00
23	604-07.01	RETAINING WALL (WALL NO. 1)	S.F.	351	\$ 60.00	\$ 21,060.00	\$ 45.00	\$ 15,245.00	\$ 65.00	\$ 23,465.00	\$ 42.64	\$ 15,383.04	\$ 35.00	\$ 12,635.00	\$ 80.00	\$ 28,000.00
24	604-07.02	RETAINING WALL (WALL NO. 2)	S.F.	549	\$ 60.00	\$ 32,940.00	\$ 70.00	\$ 38,430.00	\$ 70.00	\$ 38,430.00	\$ 68.15	\$ 37,414.35	\$ 35.00	\$ 19,215.00	\$ 95.00	\$ 52,155.00
25	604-07.03	RETAINING WALL (WALL NO. 3)	S.F.	840	\$ 60.00	\$ 50,400.00	\$ 58.00	\$ 48,720.00	\$ 70.00	\$ 58,800.00	\$ 56.45	\$ 47,426.40	\$ 35.00	\$ 29,400.00	\$ 95.00	\$ 79,800.00
26	604-07.04	RETAINING WALL (STA 138+20 TO 138+40)	S.F.	100	\$ 60.00	\$ 6,000.00	\$ 61.00	\$ 6,100.00	\$ 65.00	\$ 6,500.00	\$ 56.31	\$ 5,631.00	\$ 35.00	\$ 3,500.00	\$ 80.00	\$ 8,000.00
27	607-03.02	18" CONCRETE PIPE CULVERT (CLASS II)	L.F.	252	\$ 50.00	\$ 12,600.00	\$ 65.00	\$ 16,380.00	\$ 60.00	\$ 15,120.00	\$ 87.00	\$ 21,924.00	\$ 90.00	\$ 22,680.00	\$ 100.00	\$ 25,200.00
28	611-01.02	MANHOLES, > 4'-8" DEPTH	EA	2	\$ 6,400.00	\$ 12,800.00	\$ 3,500.00	\$ 7,200.00	\$ 3,800.00	\$ 7,600.00	\$ 4,000.00	\$ 8,000.00	\$ 4,300.00	\$ 6,600.00	\$ 7,750.00	\$ 15,500.00
29	611-05.01	TRENCH DRAIN	L.F.	40	\$ 300.00	\$ 12,000.00	\$ 230.00	\$ 9,200.00	\$ 325.00	\$ 13,000.00	\$ 420.00	\$ 16,800.00	\$ 180.00	\$ 7,200.00	\$ 150.00	\$ 6,000.00
30	611-05.02	12 IN PVC PIPE FOR TRENCH DRAINS	L.F.	32	\$ 50.00	\$ 1,600.00	\$ 90.00	\$ 1,800.00	\$ 20.00	\$ 640.00	\$ 72.00	\$ 2,304.00	\$ 100.00	\$ 3,200.00	\$ 55.00	\$ 1,760.00

BID TABULATION

County: Sullivan

City of Kingsport - Stone Drive Sidewalk Improvements (Pin #121997.00 & Pin #123529.00)

ITEM NO.	TDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ESTIMATED UNIT COST	ESTIMATED EXTENDED PRICE	SUMMERS TAYLOR, INC.		ADAMS CONSTRUCTION, LLC		BAKER'S CONSTRUCTION SERVICES, INC.		THOMAS CONSTRUCTION COMPANY, INC.		SOUTHERN CONSTRUCTORS	
							UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
31	611-07.54	18" ENDWALL (CROSS DRAIN) 3:1	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,800.00	\$ 1,800.00	\$ 1,648.21	\$ 1,648.21	\$ 2,400.00	\$ 2,400.00	\$ 5,700.00	\$ 5,700.00
32	690-02.01	BUILDING (BUS SHELTERS)	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 10,000.00	\$ 20,000.00	\$ 12,000.00	\$ 24,000.00	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	\$ 30,000.00	\$ 12,000.00	\$ 24,000.00
33	701-01.01	CONCRETE SIDEWALK (4')	S.F.	34,785	\$ 5.50	\$ 191,317.50	\$ 5.95	\$ 206,970.75	\$ 6.00	\$ 208,710.00	\$ 6.89	\$ 239,668.65	\$ 7.00	\$ 243,495.00	\$ 9.50	\$ 330,457.50
34	701-02	CONCRETE DRIVEWAY	S.F.	500	\$ 8.00	\$ 4,000.00	\$ 16.50	\$ 8,250.00	\$ 15.00	\$ 8,000.00	\$ 13.54	\$ 6,770.00	\$ 15.00	\$ 7,500.00	\$ 20.50	\$ 10,250.00
35	701-02.01	CONCRETE CURB RAMP (RETROFIT)	S.F.	250	\$ 40.00	\$ 10,000.00	\$ 39.00	\$ 9,750.00	\$ 34.00	\$ 8,500.00	\$ 18.00	\$ 4,500.00	\$ 65.00	\$ 16,250.00	\$ 35.50	\$ 8,875.00
36	701-02.03	CONCRETE CURB RAMP	S.F.	2,078	\$ 16.00	\$ 33,248.00	\$ 25.00	\$ 51,950.00	\$ 20.00	\$ 41,560.00	\$ 11.23	\$ 23,335.94	\$ 40.00	\$ 83,120.00	\$ 18.50	\$ 38,443.00
37	702-01	CONCRETE CURB	C.Y.	134.3	\$ 375.00	\$ 50,362.50	\$ 375.00	\$ 50,362.50	\$ 575.00	\$ 77,222.50	\$ 450.00	\$ 60,435.00	\$ 950.00	\$ 127,585.00	\$ 1,100.00	\$ 147,730.00
38	702-02	CONCRETE COMBINED CURB & GUTTER	C.Y.	14.7	\$ 400.00	\$ 5,880.00	\$ 465.00	\$ 7,276.50	\$ 500.00	\$ 7,350.00	\$ 774.37	\$ 11,383.24	\$ 625.00	\$ 9,187.50	\$ 775.00	\$ 11,392.50
39	705-06.01	W BEAM GR (TYPE 2) MASH TL3	L.F.	150	\$ 20.00	\$ 3,000.00	\$ 25.00	\$ 3,750.00	\$ 26.00	\$ 3,900.00	\$ 31.28	\$ 4,692.00	\$ 30.00	\$ 4,500.00	\$ 30.00	\$ 4,500.00
40	705-05.30	GR TERMINAL (ENERGY ABSORBING) MASH TL2	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,300.00	\$ 4,600.00	\$ 2,752.99	\$ 5,505.98	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00
41	705-08.51	PORTABLE IMPACT ATTENUATOR NO-RF350 TL-3	EA	2	\$ 5,500.00	\$ 11,000.00	\$ 3,150.00	\$ 6,300.00	\$ 4,000.00	\$ 8,000.00	\$ 7,380.00	\$ 14,760.00	\$ 4,500.00	\$ 9,000.00	\$ 4,000.00	\$ 8,000.00
42	706-01	GUARDRAIL REMOVED	L.F.	200	\$ 8.00	\$ 1,600.00	\$ 1.25	\$ 250.00	\$ 1.50	\$ 300.00	\$ 6.00	\$ 1,200.00	\$ 3.25	\$ 650.00	\$ 1.50	\$ 300.00
43	707-01.02	END & CORNER POST ASSEMBLY (4' CHAIN LINK) (VINYL COATED)	EA	12	\$ 300.00	\$ 3,600.00	\$ 120.00	\$ 1,440.00	\$ 120.00	\$ 1,440.00	\$ 50.00	\$ 600.00	\$ 24.00	\$ 288.00	\$ 350.00	\$ 4,200.00
44	707-02.01	CHAIN LINK FENCE (4') (VINYL COATED)	L.F.	495.9	\$ 15.00	\$ 7,438.50	\$ 12.00	\$ 5,950.80	\$ 12.00	\$ 5,950.80	\$ 25.00	\$ 12,387.50	\$ 50.00	\$ 24,795.00	\$ 32.00	\$ 15,868.80
45	709-05.08	MACHINED R/R RAP (CLASS B)	TON	12	\$ 50.00	\$ 600.00	\$ 95.00	\$ 1,140.00	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00	\$ 90.00	\$ 1,080.00	\$ 75.00	\$ 900.00
46	712-01	TRAFFIC CONTROL	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 38,750.00	\$ 38,750.00	\$ 50,000.00	\$ 50,000.00	\$ 51,379.85	\$ 51,379.85	\$ 37,000.00	\$ 37,000.00	\$ 100,000.00	\$ 100,000.00
47	712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	510	\$ 30.00	\$ 15,300.00	\$ 45.00	\$ 22,950.00	\$ 50.00	\$ 25,500.00	\$ 68.00	\$ 34,680.00	\$ 15.00	\$ 7,650.00	\$ 40.00	\$ 20,400.00
48	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EA	224	\$ 25.00	\$ 5,600.00	\$ 35.00	\$ 7,840.00	\$ 38.00	\$ 8,736.00	\$ 32.02	\$ 7,172.48	\$ 45.00	\$ 10,080.00	\$ 35.00	\$ 7,840.00
49	712-04.50	BARRIER RAIL DELINEATOR	EA	11	\$ 50.00	\$ 550.00	\$ 10.00	\$ 110.00	\$ 11.00	\$ 121.00	\$ 25.00	\$ 275.00	\$ 12.00	\$ 132.00	\$ 15.00	\$ 165.00
50	712-06	SIGNS (CONSTRUCTION)	S.F.	916	\$ 8.00	\$ 7,328.00	\$ 6.90	\$ 6,324.00	\$ 8.00	\$ 7,328.00	\$ 6.87	\$ 6,282.92	\$ 9.00	\$ 8,244.00	\$ 10.00	\$ 9,160.00
51	712-08.03	ARROW BOARD (TYPE C)	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 550.00	\$ 1,650.00	\$ 1,500.00	\$ 4,500.00	\$ 2,500.00	\$ 7,500.00	\$ 1,400.00	\$ 4,200.00	\$ 1,400.00	\$ 4,200.00
52	712-09.01	REMOVABLE PAVEMENT MARKING LINE	L.F.	2,500	\$ 3.00	\$ 7,500.00	\$ 2.50	\$ 6,250.00	\$ 2.50	\$ 6,250.00	\$ 3.12	\$ 7,800.00	\$ 2.50	\$ 6,250.00	\$ 3.00	\$ 7,500.00
53	713-11.01	UT SECTION STEEL POSTS	LB	231	\$ 4.00	\$ 924.00	\$ 5.00	\$ 1,155.00	\$ 4.10	\$ 947.10	\$ 10.00	\$ 2,310.00	\$ 4.50	\$ 1,039.50	\$ 5.00	\$ 1,155.00
54	713-15.03	REMOVAL & RELOCATION OF SIGN & SUPPORT	EA	23	\$ 130.00	\$ 2,990.00	\$ 200.00	\$ 4,600.00	\$ 160.00	\$ 3,680.00	\$ 250.00	\$ 5,750.00	\$ 180.00	\$ 4,140.00	\$ 200.00	\$ 4,600.00
55	713-16.41	RELOCATE SIGN	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 2,000.00	\$ 2,000.00
56	714-08.20	FOUNDATION FOR LIGHT STANDARD	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 3,400.00	\$ 3,400.00	\$ 3,200.00	\$ 3,200.00	\$ 9,385.20	\$ 9,385.20	\$ 3,700.00	\$ 3,700.00	\$ 3,500.00	\$ 3,500.00
57	716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	97	\$ 15.00	\$ 1,455.00	\$ 10.00	\$ 970.00	\$ 8.00	\$ 776.00	\$ 12.52	\$ 1,214.44	\$ 9.00	\$ 873.00	\$ 15.00	\$ 1,455.00
58	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	70	\$ 20.00	\$ 1,400.00	\$ 16.00	\$ 1,120.00	\$ 22.00	\$ 1,540.00	\$ 21.90	\$ 1,533.00	\$ 25.00	\$ 1,750.00	\$ 25.00	\$ 1,750.00
59	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	110	\$ 10.00	\$ 1,100.00	\$ 11.00	\$ 1,210.00	\$ 12.00	\$ 1,320.00	\$ 12.52	\$ 1,377.20	\$ 13.00	\$ 1,430.00	\$ 15.00	\$ 1,650.00
60	716-02.06	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	330	\$ 20.00	\$ 6,600.00	\$ 22.00	\$ 7,260.00	\$ 24.00	\$ 7,920.00	\$ 27.53	\$ 9,084.90	\$ 28.00	\$ 9,240.00	\$ 25.00	\$ 8,250.00
61	716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	20	\$ 15.00	\$ 300.00	\$ 25.00	\$ 500.00	\$ 14.00	\$ 280.00	\$ 31.28	\$ 625.60	\$ 17.00	\$ 340.00	\$ 30.00	\$ 600.00
62	716-05.03	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	26	\$ 15.00	\$ 390.00	\$ 8.00	\$ 208.00	\$ 7.00	\$ 182.00	\$ 10.01	\$ 260.26	\$ 8.00	\$ 208.00	\$ 10.00	\$ 260.00
63	716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EA	4	\$ 100.00	\$ 400.00	\$ 110.00	\$ 440.00	\$ 90.00	\$ 360.00	\$ 125.14	\$ 500.56	\$ 105.00	\$ 420.00	\$ 125.00	\$ 500.00

BID TABULATION

County: Sullivan

City of Kingsport - Stone Drive Sidewalk Improvments (Pin #121997.00 & Pin #123629.00)

ITEM NO.	TDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ESTIMATED UNIT COST	ESTIMATED EXTENDED PRICE	SUMMERS TAYLOR, INC.		ADAMS CONSTRUCTION, LLC		BAKER'S CONSTRUCTION SERVICES, INC.		THOMAS CONSTRUCTION COMPANY, INC.		SOUTHERN CONSTRUCTORS	
							UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
64	715-05.08	PAINTED PAVEMENT MARKING (PARKING LINE)	L.F.	64	\$ 15.00	\$ 960.00	\$ 2.50	\$ 160.00	\$ 2.00	\$ 128.00	\$ 3.12	\$ 199.68	\$ 2.00	\$ 128.00	\$ 3.00	\$ 192.00
65	715-05.08	PAINTED PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EA.	1	\$ 400.00	\$ 400.00	\$ 125.00	\$ 125.00	\$ 170.00	\$ 170.00	\$ 156.42	\$ 156.42	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
66	716-05.11	PAINTED PAVEMENT MARKING (STRAIGHT ARROW)	EA.	2	\$ 400.00	\$ 800.00	\$ 75.00	\$ 150.00	\$ 90.00	\$ 180.00	\$ 93.85	\$ 187.70	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
67	716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	438	\$ 10.00	\$ 4,380.00	\$ 1.75	\$ 766.50	\$ 2.00	\$ 876.00	\$ 2.18	\$ 959.22	\$ 1.50	\$ 657.00	\$ 2.00	\$ 878.00
68	716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE & YIELD LINE)	L.F.	205	\$ 10.00	\$ 2,050.00	\$ 6.00	\$ 1,230.00	\$ 4.00	\$ 820.00	\$ 7.51	\$ 1,539.55	\$ 4.00	\$ 820.00	\$ 7.00	\$ 1,435.00
69	716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EA.	1	\$ 300.00	\$ 300.00	\$ 100.00	\$ 100.00	\$ 60.00	\$ 60.00	\$ 125.14	\$ 125.14	\$ 65.00	\$ 65.00	\$ 150.00	\$ 150.00
70	716-08.07	REMOVAL OF PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EA.	1	\$ 300.00	\$ 300.00	\$ 150.00	\$ 150.00	\$ 90.00	\$ 90.00	\$ 187.70	\$ 187.70	\$ 105.00	\$ 105.00	\$ 200.00	\$ 200.00
71	716-08.08	REMOVAL OF PAVEMENT MARKING (DOTTED LINE)	L.F.	12	\$ 100.00	\$ 1,200.00	\$ 2.85	\$ 34.20	\$ 2.00	\$ 24.00	\$ 3.44	\$ 41.28	\$ 2.00	\$ 24.00	\$ 5.00	\$ 60.00
72	716-13.01	SPRAY THERMO PAINT MARKING (50 MPH) (XIN LINE)	L.M.	0.3	\$ 3,000.00	\$ 900.00	\$ 9,500.00	\$ 2,850.00	\$ 8,000.00	\$ 2,400.00	\$ 11,575.07	\$ 3,472.52	\$ 9,300.00	\$ 2,790.00	\$ 9,500.00	\$ 2,850.00
73	717-01	MOBILIZATION	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 65,000.00	\$ 65,000.00	\$ 59,000.00	\$ 59,000.00	\$ 71,394.78	\$ 71,394.78	\$ 87,000.00	\$ 87,000.00	\$ 92,000.00	\$ 92,000.00
74	730-02.08	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EA.	3	\$ 1,500.00	\$ 4,500.00	\$ 1,100.00	\$ 3,300.00	\$ 950.00	\$ 2,850.00	\$ 1,439.06	\$ 4,317.18	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00
75	730-02.17	SIGNAL HEAD ASSEMBLY (150 AZH WITH BACKPLATE)	EA.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,689.34	\$ 1,689.34	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00
76	730-03.21	INSTALL FULL BOX (TYPE B)	EA.	6	\$ 600.00	\$ 3,600.00	\$ 680.00	\$ 4,080.00	\$ 640.00	\$ 3,840.00	\$ 1,877.04	\$ 11,262.24	\$ 750.00	\$ 4,500.00	\$ 650.00	\$ 3,900.00
77	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	2,200	\$ 2.00	\$ 4,400.00	\$ 1.50	\$ 3,300.00	\$ 1.50	\$ 3,300.00	\$ 2.00	\$ 4,400.00	\$ 1.50	\$ 3,300.00	\$ 2.00	\$ 4,400.00
78	730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	40	\$ 40.00	\$ 1,600.00	\$ 39.00	\$ 1,560.00	\$ 35.00	\$ 1,400.00	\$ 44.85	\$ 1,794.00	\$ 40.00	\$ 1,600.00	\$ 45.00	\$ 1,800.00
79	730-12.15	CONDUIT 4" DIAMETER (JACK AND BORE)	L.F.	160	\$ 40.00	\$ 6,400.00	\$ 44.00	\$ 7,040.00	\$ 40.00	\$ 6,400.00	\$ 62.12	\$ 9,939.20	\$ 45.00	\$ 7,200.00	\$ 45.00	\$ 7,200.00
80	730-12.16	CONDUIT (2" HDPE)	L.F.	250	\$ 10.00	\$ 2,500.00	\$ 9.50	\$ 2,375.00	\$ 9.00	\$ 2,250.00	\$ 17.58	\$ 4,395.00	\$ 10.00	\$ 2,500.00	\$ 10.00	\$ 2,500.00
81	730-14.01	SHIELDED DETECTOR CABLE	L.F.	400	\$ 2.00	\$ 800.00	\$ 0.65	\$ 260.00	\$ 1.00	\$ 400.00	\$ 3.40	\$ 1,360.00	\$ 0.65	\$ 260.00	\$ 1.00	\$ 400.00
82	730-14.02	SAW SLOT	L.F.	400	\$ 5.00	\$ 2,000.00	\$ 8.65	\$ 3,460.00	\$ 6.00	\$ 2,400.00	\$ 12.52	\$ 5,008.00	\$ 8.00	\$ 3,200.00	\$ 10.00	\$ 4,000.00
83	730-14.03	LOOP WIRE	L.F.	1,000	\$ 1.00	\$ 1,000.00	\$ 0.80	\$ 800.00	\$ 1.00	\$ 1,000.00	\$ 0.19	\$ 190.00	\$ 0.85	\$ 850.00	\$ 1.00	\$ 1,000.00
84	730-23.30	REXISTAL POLE (TYPE A)	EA.	10	\$ 2,000.00	\$ 20,000.00	\$ 1,700.00	\$ 17,000.00	\$ 1,600.00	\$ 16,000.00	\$ 8,256.80	\$ 82,568.00	\$ 31,284.00	\$ 312,840.00	\$ 1,850.00	\$ 18,500.00
85	730-23.30	CANTILEVER SIGNAL SUPPORT (1" @ 6' 0")	EA.	1	\$ 30,000.00	\$ 30,000.00	\$ 27,900.00	\$ 27,900.00	\$ 26,000.00	\$ 26,000.00	\$ 56,085.65	\$ 56,085.65	\$ 30,500.00	\$ 30,500.00	\$ 27,000.00	\$ 27,000.00
86	730-26.11	COUNTDOWN PED SIGNAL HEAD W/ADJUSBLE PUSH BUTTON & 15IN SIGN	EA.	5	\$ 1,500.00	\$ 7,500.00	\$ 2,000.00	\$ 10,000.00	\$ 1,800.00	\$ 9,000.00	\$ 1,877.04	\$ 9,385.20	\$ 2,100.00	\$ 10,500.00	\$ 1,750.00	\$ 8,750.00
87	740-11.04	TEMPORARY SEDIMENT TUBE 20IN	L.F.	200	\$ 3.00	\$ 600.00	\$ 4.50	\$ 900.00	\$ 7.50	\$ 1,500.00	\$ 10.00	\$ 2,000.00	\$ 5.00	\$ 1,000.00	\$ 8.00	\$ 1,600.00
88	801-01	SEEDING (WITH MULCH)	UNIT	57	\$ 75.00	\$ 4,275.00	\$ 40.00	\$ 2,280.00	\$ 55.00	\$ 3,135.00	\$ 100.40	\$ 5,722.80	\$ 45.00	\$ 2,565.00	\$ 60.00	\$ 3,420.00
89	801-02	SEEDING (WITHOUT MULCH)	UNIT	2	\$ 50.00	\$ 100.00	\$ 27.00	\$ 54.00	\$ 200.00	\$ 400.00	\$ 74.05	\$ 148.10	\$ 30.00	\$ 60.00	\$ 200.00	\$ 400.00
90	801-02.00	TEMPORARY SEEDING (WITHOUT MULCH)	UNIT	34	\$ 20.00	\$ 680.00	\$ 20.00	\$ 680.00	\$ 35.00	\$ 1,190.00	\$ 50.00	\$ 1,700.00	\$ 22.00	\$ 748.00	\$ 40.00	\$ 1,360.00
91	801-03	WATER (SEEDING & SOODING)	M.G.	16	\$ 10.00	\$ 160.00	\$ 65.00	\$ 1,040.00	\$ 285.00	\$ 4,560.00	\$ 83.39	\$ 1,334.24	\$ 75.00	\$ 1,200.00	\$ 300.00	\$ 4,800.00
92	801-07	SEED (SUPPLEMENTAL APPLICATION)	LB	8	\$ 15.00	\$ 120.00	\$ 5.50	\$ 44.00	\$ 50.00	\$ 400.00	\$ 25.00	\$ 200.00	\$ 6.00	\$ 48.00	\$ 50.00	\$ 400.00
93	801-08	FERTILIZER (SUPPLEMENTAL APPLICATION)	TON	0.1	\$ 250.00	\$ 25.00	\$ 550.00	\$ 55.00	\$ 2,100.00	\$ 210.00	\$ 1,100.00	\$ 110.00	\$ 620.00	\$ 62.00	\$ 2,200.00	\$ 220.00
94	805-12.02	EROSION CONTROL BLANKET (TYPE B)	S.Y.	245	\$ 2.00	\$ 490.00	\$ 2.25	\$ 551.25	\$ 4.00	\$ 980.00	\$ 1.75	\$ 428.75	\$ 2.50	\$ 612.50	\$ 4.00	\$ 980.00
95	920-10.04	BIKE RACK	EA.	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,050.00	\$ 1,050.00	\$ 2,000.00	\$ 2,000.00

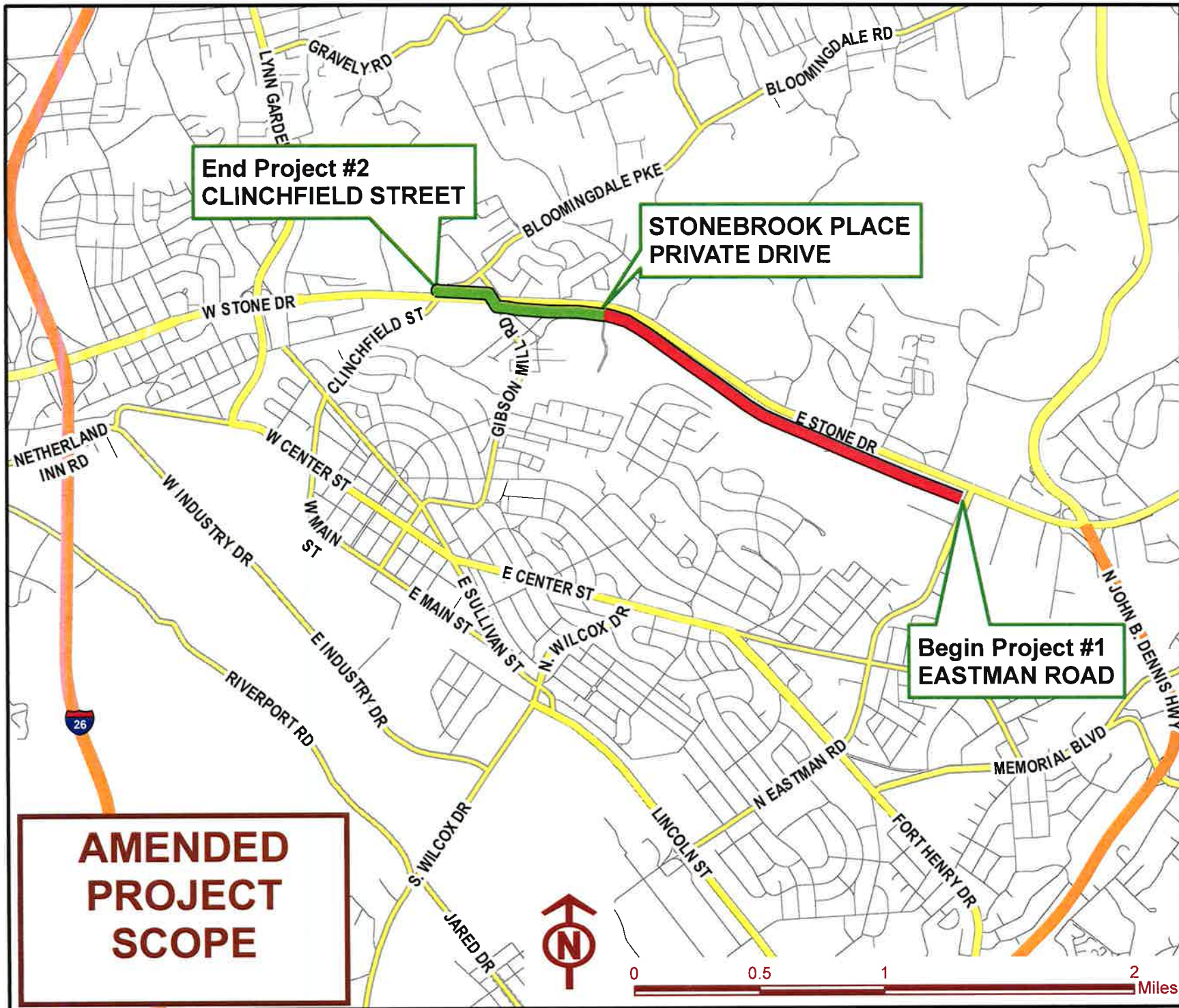
BID TABULATION

County: Sullivan
City of Kingsport - Stone Drive Sidewalk Improvements (Pin #121997.00 & Pin #123529.00)

ITEM NO.	DDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ESTIMATED UNIT COST	ESTIMATED EXTENDED PRICE	SEMMERS TAYLOR, INC.		ADAMS CONSTRUCTION, LLC		BAKER'S CONSTRUCTION SERVICES, INC.		THOMAS CONSTRUCTION COMPANY, INC.		SOUTHERN CONSTRUCTORS	
							UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
UTILITY ITEMS																
96	511-01.23	ADJUSTMENT OF WATER VALVE	EA.	4	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 4,800.00	\$ 250.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00	\$ 700.00	\$ 2,800.00	\$ 500.00	\$ 2,000.00
97	730-09.09	RELOCATE & RECONNECT WATER SERVICE METER ASSEMBLY	EA.	6	\$ 600.00	\$ 3,600.00	\$ 1,200.00	\$ 7,200.00	\$ 850.00	\$ 5,100.00	\$ 2,475.97	\$ 14,855.82	\$ 1,500.00	\$ 9,000.00	\$ 700.00	\$ 4,200.00
						\$ 946,316.50			\$ 1,197,295.16			\$ 1,355,009.78			\$ 1,704,185.50	\$ 1,893,916.80

Math will not balance! Total
costs are not extended price
(Sum Tot. 10)





Project Location Map
Stone Drive Sidewalks (SR 1)



AGENDA ACTION FORM

Amend Contract with CentralSquare Technologies, LLC for the Purchase of TRAKIT (Community Development Software)

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

Action Form No.: AF-164-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Committee
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Our Land Management Software, a module of and accessible via the AS400 system, was purchased in 1989 from HTE. Currently this software company is owned by CentralSquare Technologies, LLC.

The Land Management Software is comprised of information concerning land and addresses serviced by the City of Kingsport which is contained in a database that interfaces with several applications used by various city departments. These applications include Building Permits, Planning, Taxes, Utility Billing, and need to interface with the city's Financial System. CentralSquare's new Community Development suite will use the current Land Management data base using program interfaces written for that purpose.

It is recommended to amend our Agreement with CentralSquare Technologies, LLC for the purchase and use of TRAKIT as the program to interface with the Community Development Software in the total amount of \$305,556.13 with payments due on an annual basis for a three (3) year term.

Funding is available and identified in NC2021.

Attachments:

1. Resolution
2. Agreement
3. CentralSquare Sole Source Ltr
4. One Source Memo

Funding source appropriate and funds are available: *Jim*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC FOR TRAKIT SOFTWARE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in 1989 the city purchased Land Management Software from HTE, a module of and accessible via the AS400 system, which is currently owned by CentralSquare Technologies, LLC; and

WHEREAS, the city would like to amend its agreement with CentralSquare Technologies, LLC, for the purchase and use of TRAKiT as the program to interface with the Community Development Software in the total amount of \$305,556.13, with payments due on an annual basis for a three (3) year term; and

WHEREAS, funding is available and identified in NC2021.

Now therefore,

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

SECTION I. That an amendment to the agreement with CentralSquare Technologies, LLC for the purchase and use of TRAKiT is approved.

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

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **CITY OF KINGSPORT, TENNESSEE** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC
1000 Business Center Dr.
Lake Mary, FL 32746
By:

CITY OF KINGSPORT, TENNESSEE
225 West Center Street
Kingsport, TN 37660
By:

Print Name:
Print Title:
Date Signed:

Print Name:
Print Title:
Date Signed:

1. **Solution:**
2. **Term.**

2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect through June 30, 2023 unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

2.2. **Renewal Term.** This Agreement will automatically renew on the same terms and conditions for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

2.3. **Non-Renewal.** Either party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.7. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.

4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.9. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).

4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.

4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

4.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement, provided, however, it does not include Customer Data, Customer Systems, or Customer's property

4.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services.

5.1. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.

5.2. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

5.3. **Service and System Control.** Except as otherwise expressly provided in this Agreement:

5.3.1 CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

5.3.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

5.4. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

5.5. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

5.5.1. software, or media on which provided, that is modified or damaged by Customer or third party;

5.5.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

5.5.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare ;

5.5.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;

5.5.5. the operation of, or access to, Customer's or a third party's system, materials or network;

5.5.6. any relocation of the Solution other than by CentralSquare personnel;

5.5.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;

5.5.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.6. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

5.7. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.8. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "Subcontractor").

5.9. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and

without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third party, in whole or in part;

6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;

6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

7.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

7.2. **Effect of Customer Failure or Delay.** CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. Customer is not responsible or liable for any delay or failure of performance caused in whole or in part by Central Square's delay in performing, or failure to perform, any of CentralSquare's obligations under this Agreement.

7.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

8.1. **Compliance with Customer Policies.** While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

8.2. **Contributed Material.** In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

9.1. **Confidential Information.** "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of CentralSquare includes the Solutions, all software provided with the Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party").

9.2. **Exclusions.** Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information. The Agreement, its exhibits, attachments, or amendments, now or hereinafter made, in any form or medium, are public records under Tennessee law. Notwithstanding anything to the contrary in this Agreement, or its exhibits, attachments, or amendments, now or hereinafter, any documents or materials in any form or medium, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T. C. A. §10-7-503 et seq., are not confidential, and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T. C. A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to CentralSquare or providing CentralSquare with notice or the time to obtain a protective order.

9.3. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;

9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;

9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.

9.4. **Compelled Disclosures.** If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.5. **Trade Secrets.** Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. **Security.**

10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

10.2 Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

11.4. Each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

11.5. When Customer's Data are no longer needed for their specified purpose Customer shall direct CentralSquare to either deliver such Data in its possession and in the possession of any subcontractors, or agents to which CentralSquare may have transferred Data to Customer or destroy the Data.

12. Representations and Warranties.

12.1. Software Warranty. CentralSquare warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by CentralSquare and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.

12.2. Professional Services Representation and Warranty. CentralSquare represents, warrants, and covenants to Customer that during the Term, CentralSquare will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify CentralSquare within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, CentralSquare's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.

12.3. Support Services Representation and Warranty. CentralSquare represents, warrants, and covenants to Customer that during the Term, CentralSquare will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

12.4. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to
CentralSquare
:

CentralSquare
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 email: info@CentralSquare.com
Attention: Senior Counsel / Contracts Department

If to
Customer:

City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660
Phone: (423) 229-9393 email:
keithbruner@kingsporttn.gov
Attention: Mr. Keith Bruner – Master Building Inspector

With a copy to
City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

14. **Force Majeure.**

14.1. **No Breach or Default.** Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, any acts, omissions or defaults of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.

14.2. **Affected Party Obligations.** In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. **Mutual Indemnification.**

15.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US

patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

15.1.1. Third-Party Materials or Customer Data;

15.1.2. access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided by CentralSquare or specified for Customer's use in the Documentation;

15.1.3. modification of the Solutions other than: by or on behalf of CentralSquare or with CentralSquare's written approval in accordance with CentralSquare's written specification;

15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of CentralSquare; or

15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any CentralSquare Indemnitee.

15.2. **Customer Indemnification.** Subject to the provisions of section 29 herein Customer shall indemnify, defend, and hold harmless CentralSquare and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by CentralSquare resulting from any Action by a third party (other than an Affiliate of CentralSquare) that arise out of or result from, or are alleged to arise out of or result from:

15.3. Customer Data, including any Processing of Customer Data by or on behalf of CentralSquare in accordance with this Agreement;

15.4. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

15.5. **Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same

Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. **Termination.** This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

16.3. Termination for Convenience. The Agreement may be terminated by Customer upon thirty (30) days written notice to CentralSquare. Such termination will not be deemed a breach of contract by either party. Should Customer exercise this provision, Customer will compensate CentralSquare for all satisfactory and authorized services completed as of the termination date.

17. **Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to CentralSquare's Confidential Information relating to the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. **Return of Customer Data.** If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within 60

days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

18. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without CentralSquare's prior written consent, which consent CentralSquare may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which CentralSquare's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

19. **No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

19.1. **Exclusive Dispute Resolution Mechanism.** The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.

19.2. **Good Faith Negotiations.** The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. **Escalation to Mediation.** If the Parties cannot resolve any Dispute during the good faith negotiations either Party may initiate mediation under Section 19.4.

19.4. **Mediation.** Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. Mediation shall take place in Kingsport, Tennessee. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. **Confidential Mediation.** The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Customer will have to publicly disclose to its board of mayor and aldermen for approval an agreement from the mediation that settles the issue between the parties or that requires execution by Customer.

19.6. **Litigation as a Final Resort.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party may commence litigation in accordance with the provisions of regarding choice of law and arbitration.

20. Notwithstanding another provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts of Kingsport, Tennessee or the Federal Court for the Eastern District of Tennessee.

21. **Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance

with, the laws of the State of Tennessee excluding choice of law. Each party irrevocably (i) agrees that the state courts in Kingsport, Tennessee or the United States District Court for the Eastern District of Tennessee, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) to the extent permitted by Tennessee law agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

22. Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

23. LIMITATIONS OF LIABILITY.

23.1 LIMITED LIABILITY OF CENTRALSQUARE. CENTRALSQUARE'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO CENTRALSQUARE IN CONNECTION WITH THIS AGREEMENT FOR THE TWELVE MONTH PERIOD PRECEDING THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, CENTRALSQUARE SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

23.2. EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CENTRALSQUARE, CENTRALSQUARE PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT CENTRALSQUARE, CENTRALSQUARE PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

23.3. BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT CENTRALSQUARE HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

24. Third-Party Materials. Customer is hereby advised that CentralSquare provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that CentralSquare is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider. Except as provided in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Customer is not responsible for Users, their acts or data, or any acts or data of any third party.

25. Entire Agreement; Amendment and Modification. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on CentralSquare letterhead issued by authorized CentralSquare representatives and signed by an authorized representative of Customer shall constitute an amendment to this Agreement.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

27. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. Cooperative Purchases. This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

29. Incorporated Exhibits to this Agreement:

29.1. Exhibit 1 – Project Cost Summary

29.2. Exhibit 2 - Maintenance & Support Standards

29.3. Exhibit 3 – Travel Expense Guidelines

29.4. Exhibit 4 – Insurance Requirements

29.5. Exhibit 5 – Scope of Work

30. Notwithstanding anything else in this Agreement, its exhibits, attachments, or amendments, now or hereinafter made, in any form or medium the following shall at all times apply: Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by the Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring the Customer to indemnify or hold harmless CentralSquare or any other person or entity is enforceable only to the extent permitted by Tennessee law, provided the Customer's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Any limitation of liability provision contained in the Agreement is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by the Customer of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow the Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law.

[Acknowledgements and Exhibits 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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **CITY OF KINGSPORT, TENNESSEE** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	CITY OF KINGSPORT, TENNESSEE
1000 Business Center Dr. Lake Mary, FL 32746	225 West Center Street Kingsport, TN 37660
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. Solution:

2. Term.

2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect through June 30, 2023 unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

2.2. Renewal Term. This Agreement will automatically renew on the same terms and conditions for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

2.3. Non-Renewal. Either party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. Fees. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement, provided, however, it does not include Customer Data, Customer Systems, or Customer's property
- 4.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services.

- 5.1. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.2. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.3. **Service and System Control.** Except as otherwise expressly provided in this Agreement:
- 5.3.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 5.3.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.4. **Limitations.** Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.5. **Exceptions.** CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.5.1. software, or media on which provided, that is modified or damaged by Customer or third party;
- 5.5.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 5.5.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the

Documentation or expressly authorized in writing by CentralSquare ;

- 5.5.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
 - 5.5.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 5.5.6. any relocation of the Solution other than by CentralSquare personnel;
 - 5.5.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 5.5.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress)
- 5.6. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders
- 5.7. **Changes.** CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.8. **Subcontractors.** CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.9. **Security Measures.** The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third party, in whole or in part;
 - 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. Customer is not responsible or liable for any delay or failure of performance caused in whole or in part by Central Square's delay in performing, or failure to perform, any of CentralSquare's obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 66, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of CentralSquare includes the Solutions, all software provided with the Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c)

was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information. The Agreement, its exhibits, attachments, or amendments, now or hereinafter made, in any form or medium, are public records under Tennessee law. Notwithstanding anything to the contrary in this Agreement, or its exhibits, attachments, or amendments, now or hereinafter, any documents or materials in any form or medium, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T. C. A. §10-7-503 et seq., are not confidential, and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T. C. A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to CentralSquare or providing CentralSquare with notice or the time to obtain a protective order.

9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
- 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.

9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and

Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. Each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.
- 11.5. When Customer's Data are no longer needed for their specified purpose Customer shall direct CentralSquare to either deliver such Data in its possession and in the possession of any subcontractors, or agents to which CentralSquare may have transferred Data to Customer or destroy the Data.

12. Representations and Warranties

- 12.1. Software Warranty. CentralSquare warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by CentralSquare and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. CentralSquare represents, warrants, and covenants to Customer that during the Term, CentralSquare will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify CentralSquare within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, CentralSquare's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. CentralSquare represents, warrants, and covenants to Customer that during the Term, CentralSquare will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE

DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

- 13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to
CentralSquare : **CentralSquare**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 email: info@CentralSquare.com
Attention: Senior Counsel / Contracts Department

If to Customer: **City of Kingsport**
225 West Center Street
Kingsport, Tennessee 37660
Phone: (423) 229-9393 email: keithbruner@kingsporttn.gov
Attention: Mr. Keith Bruner – Master Building Inspector

With a copy to
City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, any acts, omissions or defaults of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- 15.1.1. Third-Party Materials or Customer Data;
 - 15.1.2. access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided by CentralSquare or specified for Customer's use in the Documentation;
 - 15.1.3. modification of the Solutions other than: by or on behalf of CentralSquare or with CentralSquare's written approval in accordance with CentralSquare's written specification;
 - 15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of CentralSquare; or
 - 15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any CentralSquare Indemnitee.
- 15.2. Customer Indemnification. Subject to the provisions of section 29 herein Customer shall indemnify, defend, and hold harmless CentralSquare and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by CentralSquare resulting from any Action by a third party (other than an Affiliate of CentralSquare) that arise out of or result from, or are alleged to arise out of or result from:
- 15.3. Customer Data, including any Processing of Customer Data by or on behalf of CentralSquare in accordance with this Agreement;
- 15.4. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.
- 15.5. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 16.3. Termination for Convenience. The Agreement may be terminated by Customer upon thirty (30) days written notice to CentralSquare. Such termination will not be deemed a breach of contract by either party. Should Customer exercise this provision, Customer will compensate CentralSquare for all satisfactory and authorized services completed as of the termination date.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to CentralSquare's Confidential Information relating to the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.
- 17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or

expiration of this Agreement, will survive any expiration or termination of this Agreement.

- 17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within 60 days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
18. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without CentralSquare's prior written consent, which consent CentralSquare may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which CentralSquare's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
19. **No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.
- 19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute.. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).
- 19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party may initiate mediation under Section 19.4.
- 19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. Mediation shall take place in Kingsport, Tennessee. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Customer will have to publicly disclose to its board of mayor and aldermen for approval an agreement from the mediation that settles the issue between the parties or that requires execution by Customer.
- 19.6. Litigation as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party may commence litigation in accordance with the provisions of regarding choice of law and arbitration.
20. Notwithstanding an other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by

mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts of Kingsport, Tennessee or the Federal Court for the Eastern District of Tennessee.

21. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Tennessee excluding choice of law. Each party irrevocably (i) agrees that the state courts in Kingsport, Tennessee or the United States District Court for the Eastern District of Tennessee, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) to the extent permitted by Tennessee law agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

22. Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

23. LIMITATIONS OF LIABILITY.

23.1. **LIMITED LIABILITY OF CENTRALSQUARE.** CENTRALSQUARE'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO CENTRALSQUARE IN CONNECTION WITH THIS AGREEMENT FOR THE TWELVE MONTH PERIOD PRECEDING THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, CENTRALSQUARE SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

23.2. **EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CENTRALSQUARE, CENTRALSQUARE PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT CENTRALSQUARE, CENTRALSQUARE PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

23.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT CENTRALSQUARE HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

24. Third-Party Materials. Customer is hereby advised that CentralSquare provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that CentralSquare is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider. Except as provided in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Customer is not responsible for Users, their acts or data, or any acts or data of any third party.

25. Entire Agreement; Amendment and Modification. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly

provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on CentralSquare letterhead issued by authorized CentralSquare representatives and signed by an authorized representative of Customer shall constitute an amendment to this Agreement.

- 26. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 28. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 29. Incorporated Exhibits to this Agreement:**
 - 29.1. Exhibit 1 – Project Cost Summary
 - 29.2. Exhibit 2 - Maintenance & Support Standards
 - 29.3. Exhibit 3 – Travel Expense Guidelines
 - 29.4. Exhibit 4 – Insurance Requirements
 - 29.5. Exhibit 5 – Scope of Work
- 30.** Notwithstanding anything else in this Agreement, its exhibits, attachments, or amendments, now or hereinafter made, in any form or medium the following shall at all times apply: Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by the Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring the Customer to indemnify or hold harmless CentralSquare or any other person or entity is enforceable only to the extent permitted by Tennessee law, provided the Customer's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Any limitation of liability provision contained in the Agreement is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by the Customer of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow the Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law.

EXHIBIT 1

Project Cost Summary

NaviLine to Community Development Migration Pricing
Community Development SaaS - Advanced
Prepared For:

Kingsport, TN

02/11/2020

(Prices are Valid for a minimum of 90-Days)

	1X Cloud Startup Fee	1X Professional Services	Hours	Annual SaaS Recurring Fees
TRAKiT 1X Migration Services				
Technical Services				
GIS Advanced Engine		\$ 9,000.00	50.00	
Conversion & Development				
Legacy Data Conversion		\$ 23,220.00	129.00	
Land Data Conversion		\$ 5,400.00	30.00	
Development		\$ 20,160.00	112.00	
Sub Total: Conversion & Development		48,780.00	271.00	
Project Management				
Project Mgt. - Base Product		\$ 24,660.00	137.00	
Consulting				
Consulting (Includes Business Process Review)		\$ 63,180.00	351.00	
Training				
Training - Base System		\$ 18,000.00	100.00	
Sub-Total: 1X Services for Upgrading Existing Modules		\$ 163,620.00		
Community Development 1X Services - New Components				
Cloud Hosting - 1X Setup Fee				
1X Cloud Setup Fee	\$ 10,000.00			Flat Fee
Discount: Utilize Existing VPN Device	\$ (1,500.00)			Flat Fee
	<u>\$ 8,500.00</u>			
Analytics Now (Services for Cognos Reporting, Dashboards etc.)				
Installation	\$ 2,800.00		16.00	
Training	\$ 18,000.00		80.00	
Project Management	\$ 2,560.00		16.00	
	<u>\$ 23,360.00</u>		<u>112.00</u>	
Bluebeam (Kingsport will purchase licenses from Bluebeam)				
Installation	\$ 360.00		2.00	
Project Management	\$ 180.00		1.00	
Consulting	\$ 720.00		4.00	
	<u>\$ 1,260.00</u>		<u>7.00</u>	
Fusion (Web Service Integration - Payment Gateway, Bluebeam, Mobiles)				
Installation	\$ 1,440.00		8.00	
Training	\$ 3,240.00		18.00	
Development	\$ 2,700.00		15.00	
Project Management	\$ 1,440.00		8.00	
	<u>\$ 8,820.00</u>		<u>49.00</u>	
Sub-Total: 1X Services for Requested New Components	\$ 8,500.00	\$ 33,440.00		

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

Annual Software Subscription - Community Dev. "Advanced":

Community Development Annual SaaS - 30 Named Users	\$	60,000.00
Discount: Current Client Discount	\$	(41,000.00)
Equal: Annual SaaS for Community Development "Advanced"		<u>19,000.00</u>

Community Development SaaS - Advanced Package Includes:

- Permitting
- Code Compliance
- Projects and Planning
- Licensing
- Land Management
- Entity Management
- CRM
- Geo Update Routine
- Mobiles
- Citizen Engagement (w/Payments)

Sub-Total New TRAKIT Software:

1X Cloud Startup Fee	1X Professional Services	Hours	Annual SaaS Recurring Fees
\$ -	\$ -		\$ 19,000.00

Community Dev. "Advanced" - New Modules Requested:

- Fusion (Web Service Integration for Payment Gateway, Bluebeam, Mobiles)	\$	3,500.00
- Less: Fusion Existing Customer Discount	\$	(1,575.00)
- Equal: Fusion Total	\$	<u>1,925.00</u>
- Analytics NOW (Dashboard & Reporting powered by Cognos)	\$	7,500.00
- Discount	\$	(5,000.00)
- Equal: Analytics NOW Total	\$	<u>2,500.00</u>
- GIS Advanced Engine	\$	5,500.00
- Less: Existing Customer Discount	\$	(2,475.00)
- Equal: GIS Advanced Engine Total	\$	<u>3,025.00</u>

Sub-Total New Community Development SaaS Components:

\$ -	\$ -	\$ 7,450.00
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Sub-Total (Prior to Travel):**Travel Budget (5 Trips @ \$2,000 ea.)****Total (Incl. Travel Est.):**

1X Cloud Startup Fee	1X Professional Services	Hours	Annual SaaS* Recurring Fees
\$ 8,500.00	\$ 197,060.00		\$ 26,450.00
\$ -	\$ 10,000.00		\$ -
\$ 8,500.00	\$ 207,060.00		\$ 26,450.00

Annual Recurring

Full Year 1 - July 1, 2020-June 30, 2021
Full Year 2 - July 1, 2021-June 30, 2022
Full Year 3 - July 1, 2022-June 30, 2023
TOTAL

Annual Subscription Fee

\$ 26,450.00
\$ 26,450.00
\$ 26,450.00
\$ 79,350.00

Pricing Assumptions:

Community Development SaaS Advanced Package Includes:
Permitting
Code Compliance
Projects and Planning
Licensing
Land Management
Entity Management
CRM
Basic Analytics
Mobiles
Citizen Engagement (i.e./Payments)

Minimum 3-Year SaaS Agreement Term

*Annual Software-as-a-Service (SaaS) Fee Includes:

Software for:
* Community Development SaaS Advanced: Up to 30 Users
* Bluebeam Integration: Licenses Purchased thru Bluebeam
* Fusion
* Analytics Now for Dashboards & Reports powered by Cognos
Software Maintenance & Support for above
- Two data center environments in Data Center (Production & Test)
Disaster Recovery
Performance Monitoring
Software Upgrades & Hot Fixes (Requested or Required Add'l Training is T&M)
PCI Compliance for Payment Processing

PAYMENT TERMS:

ONE TIME FEES

- a. One Time Cloud Start-Up Fees are due: 100% on the Execution Date.
- b. CentralSquare Professional Services Fees are due as incurred and invoiced monthly.
- c. Third Party Professional Services Fees are due: Not applicable

RECURRING FEES

- d. The Annual Subscription Fee is due based upon the payment table above. The first year's pro-rata Subscription Fee shall be due upon execution, and annually thereafter by July 1 of each successive subscription period.
- e. Annual Support & Maintenance Fees are included with the Total Subscription Fees.
 - i. End Billing with Continued Support. Upon commencement of billing for the Annual Subscription Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
 - ii. Credit. TBD
- f. Third Party Support & Maintenance Fees are due based upon the payment table above. The first year's pro-rata Subscription fees shall be due upon execution, and annually thereafter by July 1 of each successive subscription period.

ANCILLARY FEES

- g. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("Travel Expense Guidelines") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.

- h. Customer is tax-exempt from Tennessee sales or use taxes incurred for products or services. Customer will supply CentralSquare with Customer's Sales and Use Tax Exemption Certificate. Thereafter, CentralSquare will bear the burden of providing its suppliers with a copy of Customer's tax exemption certificate and CentralSquare shall assume all liability for such taxes, if any, that should be incurred.
- i. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Support Standards (CLOUD/ASP)

I. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("Initial Support Term"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each

Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. **Solutions maintenance and upgrades.** CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

- 5. Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

- 5.1. **Measurement.** CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.
- 6. Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
- 7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
 - 7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
 - 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.
- 9. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.
- 10. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. **Maintenance.** All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
 - 10.2. **Incidents and service requests.** Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates	X	
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

- 16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 3

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4

Insurance Coverages

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5

Scope of Work

1.0 Executive Summary

Introduction

This document is the Statement of Work (SOW) and contains the approach for the implementation of CentralSquare's Technology's ("CentralSquare") Community Development: Advanced SaaS Bundle software and related services with respect to the Solution software expressly identified in the Quote Number Q-00022369 for Kingsport, TN. CentralSquare will provide implementation services identified in the Agreement and as further described in this SOW to assist the Customer in implementing the software solution. The SOW is an attachment incorporated as part of the Agreement signed by CentralSquare and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

This SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

2.0 Scope Overview

The purpose of this project is to upgrade the Customer's current NaviLine software with a Commercially Available Off-the-Shelf software; CentralSquare's Community Development software modules and services required for implementation. The project scope is comprised of the software and services identified in the Quote and further described throughout this SOW. Anything not explicitly designated in the SOW should be considered out of scope for this project.

2.1 Software Scope

CentralSquare shall provide maintenance service, technical support, and software updates for the software indicated below. Covered Software does not include hardware, hardware vendor operating systems and/or other system software, Customer developed software, or third-party software.

CentralSquare will provide an upgrade to the Customer's existing NaviLine software to the Community Development: Advanced SaaS Bundle software solution to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects. CentralSquare will deliver computer software and database structure for SQL/Server database.

The following items outline the software updates associated with the Quote.

Community Development Modules Included
<input checked="" type="checkbox"/> Code Compliance
<input checked="" type="checkbox"/> Citizen Response Management
<input checked="" type="checkbox"/> Entity Management
<input checked="" type="checkbox"/> Land Management (includes Basic GIS)
<input checked="" type="checkbox"/> Licensing
<input checked="" type="checkbox"/> Permitting
<input checked="" type="checkbox"/> Projects and Planning
<input checked="" type="checkbox"/> Geo Update Routine
<input checked="" type="checkbox"/> Fusion
<input checked="" type="checkbox"/> Citizen Engagement
<input checked="" type="checkbox"/> Mobiles
<input checked="" type="checkbox"/> IVR
<input checked="" type="checkbox"/> GIS Advanced Engine
<input checked="" type="checkbox"/> Bluebeam
<input checked="" type="checkbox"/> Basic Reporting and Analytics
<input checked="" type="checkbox"/> Land Data Conversion
<input checked="" type="checkbox"/> Legacy Data Conversion
<input type="checkbox"/> Licensed users - 30

The following will be a complete list of CentralSquare products licensed or accessed by City after implementation of the current Agreement:

CentralSquare Products Currently in Use On IBM Platform	CentralSquare Products That Will Be Used On The IBM Platform After the TRAKiT Implementation	CentralSquare Products That Will Be Used On The Windows Server Platform After the TRAKiT Implementation	Notes and Reasons For the Changes
NavLine Click2Gov3 Map Access Fee	NavLine Click2Gov3 Map Access Fee (See NOTE)		Possibly can be removed. It depends if they are using maps for CIS? If not, this would no longer be necessary. CentralSquare Community Development already has GIS integration points
Cash Receipts Lock Box Interface CIS Voice Response Interface (Selectron)	Cash Receipts Lock Box Interface CIS Voice Response Interface (Selectron)		
CIX IVR Credit Card Interface Delinquency Call Out Listing Interface	CIX IVR Credit Card Interface Delinquency Call Out Listing Interface		
Electronic Learning Pass (HELP) Card	Electronic Learning Pass (HELP) Card		
m-MobileUser License	m-MobileUser License (See NOTE)		The City can terminate any NavLine Mobile User Licenses that are currently being used for Bldg Permits after their go live. However if you are using them for NavLine Mobile Work Orders, then you will still need those. Mobiles for Community Development will replace these for Permits, Code, etc.
m Work Orders	m Work Orders		See Above note. If no Mobile Licenses are being used, you can get rid of this too. Replaced by CentralSquare Community Development
NAVI Business Licenses NAVI Cash Receipts NAVI Customer Information Systems	NAVI Cash Receipts NAVI Customer Information Systems		
NAVI GMB w/Extended Reporting	NAVI GMB w/Extended Reporting		
NAVI Tax Billing NAVI Work Orders/Fac Mgmt NAVI Accounts Receivable NAVI Building Permits NAVI Code Enforcement	NAVI Tax Billing NAVI Work Orders/Fac Mgmt NAVI Accounts Receivable		Replaced by CentralSquare Community Development Replaced by CentralSquare Community Development
NAVI-DMS Document Management Services	NAVI-DMS Document Management Services		
NAVI Fleet Management NAVI Land Management	NAVI Fleet Management NAVI Land Management		Will not be necessary for CentralSquare Community Development. However, NavLine will still require for Utility Billing, CIS and any other land products still running on IBM iSeries
NavLine Click2Gov3 Employee Self Service	NavLine Click2Gov3 Employee Self Service		
NavLine Asset Management NavLine Click2Gov3 Accounts Receivable and Loans Module	NavLine Asset Management NavLine Click2Gov3 Accounts Receivable and Loans Module		
NavLine Click2Gov3 Building Permits			Replaced by CentralSquare Community Development products
NavLine Click2Gov3 Core Module	NavLine Click2Gov3 Core Module		
NavLine Click2Gov3 Customer Information System Module NavLine Click2Gov3 Occupational Licenses	NavLine Click2Gov3 Customer Information System Module		Replaced by CentralSquare Community Development products
NavLine Edge NavLine Edge User Interface			My understanding is that Kingsport, TN has already requested this to be terminated. My understanding is that Kingsport, TN has already requested this to be terminated.
NAVI Payroll/Personnel NAVI Purchasing/Inventory OnePoint Core OnePoint Point of Sale Procurement Card QRep Administrator QRep Catalogs for BP, CE, CR, CX, FA, FM, GM, LX, MR, OL, PI, PR, PZ, TX, WF	NAVI Payroll/Personnel NAVI Purchasing/Inventory OnePoint Core OnePoint Point of Sale Procurement Card QRep Administrator QRep Catalogs for CR, CX, FA, FM, GM, LX, MR, PI, PR, PZ, TX, WF		You will be able to remove the following Catalogs: BP, CE, and OL as they will no longer be necessary. You will have new CS Analytics Catalogs for these and more in the new CentralSquare Community Development products
QRep Catalogs for PR Second Library	QRep Catalogs for PR Second Library		
QRep End User	QRep End User		Please NOTE if you have dedicated QRep End User Licenses that anyone in NavLine Community Development (Permits, Code, Planning & Engineering, or Business Licensing), then you can terminate those if you don't need an extra license
QRep End User	QRep End User		Please NOTE if you have dedicated QRep End User Licenses that anyone in NavLine Community Development (Permits, Code, Planning & Engineering, or Business Licensing), then you can terminate those if you don't need an extra license
Retrofit Modification Option Web Enablement	Retrofit Modification Option Web Enablement		
		Community Development SaaS Advanced Package Includes: - Permitting - Code Compliance - Projects and Planning - Licensing - Land Management - Entity Management CRM Basic Analytics Mobiles Citizen Engagement (w/Payments) Geo Update Routine Fusion (Web Service Integration for Payment Gateway, Bluebeam, Mobiles) Analytics NOW (Dashboard & Reporting powered by Cognos) GIS Advanced Engine	OTHER NOTES on CentralSquare Community Development Products - Community Development SaaS Advanced - Up to 30 Users - Bluebeam Integration Licenses Purchased thru Bluebeam - Two data center environments in Data Center (Production & Test) - Disaster Recovery - Performance Monitoring - Software Upgrades & Hot Fixes (Requested or Required Add'l Training is T&M) - PCI Compliance for Payment Processing

2.2 Services Scope

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the implementation of the Community Development: Advanced SaaS Bundle software and represents a good-faith estimate based on our knowledge at time of the Agreement.

Please NOTE that each party's responsibility will be included in your specific Project Schedule. This Project Schedule is developed together with the client following the contract and after the initial project kick-off call. Responsibilities will be agreed upon and are based on project resources and joint planning sessions with the customer's project team to align the roles and responsibilities for both parties.

Service Description

Engagement	High Level Tasks	Deliverables
Planning/Project Initiation/Analysis	Completion of this following tasks are accomplished through a combination of remote and onsite visits:	<ul style="list-style-type: none">• Project Schedule• Decision Workbook
	<ul style="list-style-type: none">• Kick-Off Meeting• Assignment of Project Team and Identify Key Team Members• Formal Discovery Sessions at Start of Project• Detailed Scope and Contract Review<ul style="list-style-type: none">○ Discovery/Design and Workflow Review○ Conversion Scope Review• Identify improvement opportunities through a Workflow Analysis• Collaboratively Develop a Project Schedule that drives Implementation	
Monitoring and Control/Configuration	Remote installation tasks consisting of the following:	<ul style="list-style-type: none">• Monthly Status Report• Issues Log• Risk Register• Implementation Guide
	<ul style="list-style-type: none">• Software Installation• Application Installation• Network Architecture Review	
Testing	Design and configuration task for the software solution:	
	<ul style="list-style-type: none">• Creation of Workflow• System Configuration• Data Conversion• Third-party software Integration	
	Shared responsibilities for the following tasks:	<ul style="list-style-type: none">• Test Workbook
	<ul style="list-style-type: none">• System Validation• Application Tests• Integration Testing	

Engagement	High Level Tasks	Deliverables
Deployment/ Closeout	Completion of the following tasks are accomplished through a combination of onsite and distance learning sessions:	<ul style="list-style-type: none"> • Go Live Cutover Plan • Service to Support/Customer Service Team Project Closeout Report
	<ul style="list-style-type: none"> • End User Training • System Administration Training <p>Tasks to be completed at or near the end of the implementation project:</p> <ul style="list-style-type: none"> • Go Live Readiness Review • Go-live Activities • Complete Project Documentation • Transition to Support Team • Transition to Customer Success Manager 	

2.3 Services Assumptions

- CentralSquare will provide services to assist the Customer in upgrading the existing NaviLine software to CentralSquare's Community Development: Advanced SaaS Bundle software solution.
- CentralSquare is implementing a Commercially Available Off-the-Shelf (COTS) solution.
- Customer and CentralSquare will collaboratively finalize the detailed project plan schedule. Any significant or material changes to the project, once the project plan is finalized, will follow the Change Control process as described in this SOW.
- The proposed project services outlined in this SOW include project management, installation, implementation, training, consulting, and other services work necessary for the project representing a best good faith estimate based on knowledge at time of the Quote.
- The Customer will form an internal Project Team, including a project manager, and will make their Project Team members available for meetings, consulting and training sessions, discussions and conference calls, and other related project tasks or events upon request by CentralSquare.
- The Customer will provide adequate breakout and conference room space as well as an adequate workspace for each onsite CentralSquare consultant or trainer with access to a wireless network, telephone, and within close proximity to the Customer project team and site.
- Customer will provide adequate training space and computers for training throughout the project. The training rooms will include a CentralSquare-specified number of fully functioning networked computers which meet the required CentralSquare hardware standards. The Customer is responsible for ensuring training facilities are fully prepared for each training sessions. CentralSquare offers additional Technical Support services and can amend this SOW to include them at the customer's request.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibilities outlined in this SOW.
- CentralSquare is not responsible for quality of existing Customer data or for the correction or resolution of data quality issues unless previously agreed upon.
- CentralSquare is not including any custom development in this SOW. If custom development is identified, Customer and CentralSquare will follow our funded development process to determine if the requested work can be completed by CentralSquare.
- Customer understands that some functions/features are different or have been removed from previous versions of NaviLine.
- Customer will test all normal business processes in the Community Development software application after the training and prior to the final Go Live. CentralSquare will support and troubleshoot issues with the Customer during this testing.

3.0 Integrations

The software Integrations identified during the sales process are described below. CentralSquare and Customer will conduct the following Integration services as part of this project.

Integrations Scope

Integrations allow for the automatic communication and data transfer between systems. Integration development is the joint responsibility of the Customer and CentralSquare. Customer will be responsible for integration development work to/from existing legacy systems. CentralSquare will provide necessary assistance with integration setup, testing, and implementation to verify communications and basic functionality. Upon completion of the Discovery work session(s), CentralSquare will provide the Customer with a list of triggers for extracting data from the CentralSquare database(s) to be submitted to the Customer's third-party vendors and with the configuration details for data import. CentralSquare agrees to answer any database/interface questions and work with Customer's vendors to complete integrations as necessary.

Roles and Responsibilities

CentralSquare:

- CentralSquare consultants will advise and train Customer on using the CentralSquare standard file uploads to complete the data interface if applicable. CentralSquare supplies numerous API's for integration the Customer can use should they choose. The API's are part of the Fusion integration tool.
- Fusion is a bundle of services that enable the API and Web Services for the integrations listed below. The services for Fusion include the installation and development of the API's/ Web Services and the training necessary for SMEs on the API/Web Services functionality and maintenance of each enabled API/Web Service.
- CentralSquare will assist and advise Customer on API integration.
- CentralSquare will work with the Customer on testing and perfecting the integrations, until Customer signs off on each integration. Customer understands that any delay on their part may have an impact on the overall project schedule. CentralSquare understands that any delay on their part may also have an impact on the overall project schedule.
- Where a CentralSquare relationship exists, work directly with CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Install all interfaces required for Go Live prior to System Integration Testing.
- Training for SME's on functionality and maintenance of each interface as installed and configured.

Customer:

- Customer will share with CentralSquare the planning and tasks of creating the integrations.
- Act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Provide detailed schema, protocol, query specifications, as needed, and as available per interface.
- Ensure design decisions are made conclusively and in a timely fashion.
- Provide a Customer point of contact for each interface who is knowledgeable of the workflow and data requirements.
- Responsible for validating all data transferred into Community Development and data transferred from Community Development to another application.
- Provide SME(s) familiar with existing data structures in the legacy system to assist with the interface process.
- Provide expertise in third-party data, data mapping, and data validation.
- Review and provide written feedback on Interface Control Documents within ten (10) business days of delivery.

Assumptions:

- CentralSquare is not responsible for the applicable third-party software, third-party hardware or third-party system software costs which may be required for the development of the interfaces described.

The following are the known interfaces included as part of the Community Development implementation:

ID#	Application / Required Interface	Use of System	Type / Frequency	Import/ Export	Interface Method	Standard/ Custom
1.	Bluebeam	Opens PDF in Bluebeam revu desktop software	On Demand	N/A	API	Standard
2.	Cash Drawer** to be replaced by common cash	Reads NaviLine when cash payments are made – opens cash drawer	On Demand	N/A	DLL / Web Service	Standard
3.	GIS ESRI ArcGIS Server	NaviLine interfaces with ESRI web service	On demand	Import (displaying data inside NaviLine)	Web Service	Standard
4.	Laserfiche (document management)	Facilitation between NaviLine and Laserfiche	On demand	Export to Laserfiche	API	Standard
5.	Credit Card Online Payment Gateway API	Reads and writes payment details when transaction is made	On Demand	Import/ Export	API	Standard
6.	Paymentus or Cardknox Credit Card Reader API	Interfaces from NaviLine to the credit card machine	On Demand	NA	API	Standard
7.	Financial Batch Export for Online Payments*	Creates a flat file for all payments received in a 24 hour period	once per 24 hours	Export	API	Standard
8.	Finance Web Service**	extracts and updates payment details within the Community Development	On Demand	Export	Web Service	Standard
9.	Over-the-Counter Credit Card Payment Processing Integrations with Supported Payment Processors (i.e. via Credit Cards, eChecks)	Reads and writes payment details when transaction is made at the counter	On Demand	Import/ Export	API	Standard

* During the Discovery phase CentralSquare will create and provide to the Customer a stored procedure/batch script routine to export financial details nightly from the Community Development database into the Customer's financial system. CentralSquare will also provide the configuration details for data import into Customer's financial systems' general ledger. CentralSquare will assist Customer in setting up a routine to run automatically by creating a GL transaction batch and sending the batch to a designated folder. CentralSquare will assist the Customer in and scheduling the batch export to run daily and FTP to a designated location.

** During the Discovery phase CentralSquare will provide the requirements for access to the Financial Web Service to the Third-party cashing service, to extract and update payment details within the Community Development database.

4.0 Application Software Installation

CentralSquare and Customer will conduct the following Installation as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
	Installation	Initial Installation of CentralSquare's Community Development software	<ul style="list-style-type: none"> Attend Discovery Call 	<ul style="list-style-type: none"> Discovery Call Complete install and data migration
	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	<ul style="list-style-type: none"> Validate Account 	<ul style="list-style-type: none"> Create Test Account

4.1 Data Migration and Conversion

Customer is upgrading to remain current on the software and to take advantage of added features and functionality available. Customer and CentralSquare agree to work together to review any custom scripts or other custom development used today in the NaviLine software. Customer and CentralSquare will work to eliminate all custom scripts, stored procedures, and other customizations as part of the migration to the Community Development software. By doing so this will assist in streamlining this and software upgrades in the future.

CentralSquare will migrate the Customer's existing NaviLine database into the upgraded Community Development data structure. Price includes two (2) conversion routines:

1. The first data migration will occur at the initial delivery for Customer training and testing. Any issues with migrated data must be reported to CentralSquare at the conclusion of the initial testing period, which will be defined by the Project Schedule that will be negotiated by the Customer and the CentralSquare project manager.
2. The second data migration will occur at Go Live. The existing NaviLine database must be provided to CentralSquare by no later than 9:00 AM EST on the scheduled conversion date.

Any alterations made to the existing NaviLine database by the Customer during migration will result in additional charges to correct.

Assumptions:

- CentralSquare will migrate NaviLine data into the Community Development, database and confirm that the Community Development software's primary system functions are available.
- Customer understands that the data migration is for the existing NaviLine configuration as provided to CentralSquare on date of install.
- Customer to fully test the system prior to Go Live per the project schedule.
- Customer will be responsible for providing remote network access to CentralSquare.
- Any delays in the project schedule caused by the Customer may result in additional charges.
- The Customer must track any alterations made to their existing production NaviLine database while testing the upgraded Community Development data structure and apply those changes (as needed) to the upgraded Community Development data structure with the guidance of CentralSquare. Any alterations made to the existing NaviLine database by the Customer during migration will result in additional charges should CentralSquare need to correct.
- Customer will provide IT support, as requested by CentralSquare, to affect changes to the Customer environment in support of this project.
- Any delays in the negotiated project schedule caused by the Customer may result in additional charges.

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct knowledge transfer of installation/set up procedures to Customer IT staff and/or other designated personnel responsible for set up and maintenance of end-user computers (4-6 people maximum).
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to Customer's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

4.2 Report Development

Customer will have access to CentralSquare's standard reports for Community Development. In addition, CentralSquare has provided the following report writing services.

20 Reports

Assumptions:

- Customer will provide the list of reports within 10 days of the agreement being executed.
- Customer has provided the correct number of custom reports which need to be converted.
- Customer will test the reports within 5 days of completion and provide feedback to CentralSquare PM and report developer.
- Customer understands that the format/details of the Community Development reports may vary from the Naviline reports.
- Any reports which have been created to update the database will not be convert to a new report in Community Development.
- Additional reports may incur additional fees.

5.0 Project Governance

The purpose of the project governance is to define the resources required to adequately establish the business needs, objectives and priorities of the project, communicate the goals to other Project participants and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, change control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement to the structure, the process and specific roles and responsibilities may occur throughout the project. Changes to the governance will be mutually agreed upon, properly documented, and communicated to all impacted parties.

Organizational change management plays a vital role in achieving high levels of user adoption and realization of benefits from efficiencies gained during prescriptive process changes throughout the implementation. Managing the organizational change acceptance through the establishment of a formal Change Management Team is a key function that drives project success.

Customer Personnel

Sponsorship Team (ST)

The Customer's ST provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. When called upon, the ST will also act as the final authority on all escalated project issues. The ST engages in the project, as needed, to provide necessary support, oversight, guidance, and escalation, and may participate in day-to-day activities in their normal job roles. The ST will empower the Product Owner, Project Manager, Change Manager, Project Management Team and the functional team leads to make critical business decisions for the Customer. Specifically, the ST will:

- Understand and support the cultural change necessary for the project
- Foster an appreciation of the value of an integrated Community Development system throughout the organization
- Oversee the project team and the project as a whole
- Participate in regular meetings so it is current on all project progress, project decisions, and achievement of project milestones
- Communicate the importance of the project to County departments along with other department directors and the Change Manager.
- Be responsible for making timely decisions on critical project or policy issues.

The Project Management Team (PMT)

Customer project team members will work under the direction of the designated Functional Team Leads for each area in the system. The functional leads have detailed subject matter expertise and are empowered to make or obtain from the SC appropriate business process and configuration decisions in their respective areas.

The functional leads are tasked, by the Customer Project Manager, with carrying out all project tasks described in the SOW including business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The functional leads will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager, the PMT and the ST.

Product Owner

The Product Owner (PO) is the management level resource that will be responsible for accurately communicating the requirements, assumptions and constraints of the business unit to the team. The work performed by the PO will include the clarification of business requirements, testing and communication of project status to staff. The PO will work closely with the County's PM and Central Square's PM.

- The Customer's Product Owner will communicate and reinforce the vision
- Collaborate with stakeholders and the team to define and communicate the roadmap
- Collaborate with the Change Management Team
- Clarify requirements and priorities with stakeholders and team

- Manage the Functional Team Leads and SMEs

Project Manager

The Customer's Project Manager will:

- Be the primary contact for the project
- Coordinate Customer's project team members
- Coordinate with the CentralSquare Project Manager all CentralSquare activities
- Coordinate the subject matter experts (SMEs) at the County
- Be responsible for reporting to the ST
- Ensure all deliverables are reviewed on a timely basis by the Customer
- Co-manage the overall implementation schedule with the CentralSquare Project Manager
- Collaborate with the Change Management Team

Functional Team Leads

Project team members will work under the direction of the designated functional team leads for each area in the system. The functional leads have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The functional leads are tasked with carrying out all project tasks described in the SOW including planning, business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The functional leads will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager, the PMT and the ST.

Subject Matter Experts (SMEs)

SMEs have special, in-depth knowledge of Customer's current legacy systems and processes. Their opinions will be sought in defining business needs, test requirements, and software functionality. During the implementation, the Customer's SMEs will dedicate a considerable amount of their time to the project because they may be involved in multiple roles, including participating in training and other workshops, conducting end user training, reviewing project deliverables, performing various testing tasks, etc.

Quality Assurance Team (QAT)

The Customer will form a QAT made up of individual(s) who will participate in the review and acceptance of each CentralSquare deliverable and conduct periodic project health checks to ensure tasks are completed on time, on budget and to the satisfaction of the Customer. Furthermore, the QAT will work closely with the Project Manager to ensure all contractual matters are in compliance and services delivered are in accordance with the terms and conditions of the CentralSquare/Customer agreement as well as with the SOW.

Assumptions:

- The Customer may have multiple staff providing the roles outlined above and the same staff providing multiple roles.

CentralSquare Personnel

Project Sponsor

CentralSquare Project Sponsor will have indirect involvement with the project and is part of the escalation process. The sponsor will offer additional support to the CentralSquare project team and collaborate with other third-party consultants who are involved on this project. Specifically, the Project Sponsor will:

- Provide support to Project Managers in reporting project progress to ST.
- Approve and sign-off on any material changes to project scope or staffing changes.
-

Project Manager

The CentralSquare Project Manager will coordinate all project activities with the Customer and perform the following:

- Serve as the point person for all project issues (the first escalation point)
- Be responsible for project performance, deliverables as they are outlined in the SOW, and the milestones.
- Provide periodic updates to the Customer's ST and the PMT.
- Fulfill Go Live dates
- Support the Customer Project Manager in monitoring and reporting overall implementation progress
- Monitor and report progress on CentralSquare's responsibilities on a weekly basis
- Immediately notify the Customer Project Manager, the PMT and the ST of any issue that could delay the project
- Ensure Software installation occurs as per the project schedule.
- Schedule CentralSquare Staff according to the project plan.
- Facilitate coordination between all CentralSquare departments.
- Monitor the work plan and schedule and make course corrections as necessary.
- Prepare bi-weekly status reports along with notes from meetings and calls.
- Develop meeting agendas.
- Provide issue resolution status, tracking, and procedures.
- Identify personnel, equipment, facilities and resources that will be required to perform services by CentralSquare.

Functional Leads (Consultants, Developers, and Technical resources)

- Install application in agreed upon environments.
- Work with the Customer functional leads and SMEs to design and configure the functional components of the Community Development software for optimal long-term use.
- Document decisions made during configuration in the weekly site reports.
- Lead the Community Development software configuration with assistance from the Customer's functional leads.
- Check that software operates after configuration as per its documentation.
- Assist with the resolution of issues and tasks.
- Schedule the training of the Customer functional leads and SMEs during the configuration of software.
- Provide and assist with data conversion guides.
- Create and deliver interface programs according to Customer specifications and this SOW.
- Provide training on security and assist with set up.
- Provide training on workflow and assist with set up.
- Provide samples of and training on the creation of forms and reports.

6.0 Quality Assurance

Project Oversight

The CentralSquare Project Management Organization (PMO) will provide Project Oversight throughout the project life cycle.

Assuring a project of this type is progressing as outlined in the project management plan and is achieving the goals of the Customer is critical to overall project success and eventual adoption of the system by all stakeholders. Said oversight includes, but is not necessarily limited to:

- Reviewing project deliverables in Section 2.2 – Service Description for quality and assisting the Project Team in making corrections as required.

- Providing assistance with any areas of high risk identified throughout the project.
- Holding a monthly meeting with the Customer PMT to discuss and assess their view of the project progress.
- Communicating any challenges internally to leadership throughout CentralSquare's organization to assist in resolving issues.
- Providing feedback to CentralSquare project staff and CentralSquare PMO on the results of the oversight activities.
- Helping identify lessons learned that can improve performance on future phases.
- Issues that will impact the quality, timeline, and overall goals will be identified, tracked, resolved and documented in the Issues/Tasks Log. These issues will be presented to the PMT and the SC during the regular cadence meetings as required.

7.0 Deliverable and Milestone Approval & Acceptance

The Customer will review, approve and provide written acceptance for all Milestones outlined in the Agreement by following the below process:

- CentralSquare will submit in writing to the Customer a Deliverable Acceptance form for each completed Deliverable outlined on the table in Section 2.2 – Service Description.
- The Customer will identify in writing any required changes, deficiencies, and/or additions necessary, within ten (10) business days from the form being delivered to the customer for each completed Deliverable, unless the review timeframe is deemed to be insufficient for a proper review. In such cases, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline.
- CentralSquare will review deliverables which are not approved and create a plan to address the deficiencies. Once the deliverable has been corrected or the milestone achieved, a revised completion form will be submitted. The Customer will then review the deliverable or milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within ten (10) business days from the updated completion form being delivered to Customer. Again, if the review timeframe is deemed to be insufficient for a proper review, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline. This process will be repeated until the Customer grants approval and signoff on the deliverable or milestone.
- Upon approval of the deliverable or milestone, the Customer Project Manager will sign the completion form and return it to CentralSquare Project Manager.

8.0 Dispute Resolution Procedure

The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for these issues to be remedied in a timely fashion, the Customer and CentralSquare will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to the respective Project Managers of CentralSquare and the Customer to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the two Project Managers and the Customer's PMT.

All issues or concerns will be discussed actively and openly between all parties. If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare should escalate issues to CentralSquare management in the sequence below, as needed:

Name and Role	Phone	Email
Michael DiOrio, Sr. Director of Professional Services	407-304-3024	michael.diorio@centralsquare.com
George Slyman, Sr. Director of Professional Services	360-303-9362	George.Slyman@centralsquare.com

9.0 Change Requests and Changes to this Statement of Work

The Customer and CentralSquare may request a change to the services outlined in this SOW by following the process outlined in this section.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order. Customer will work with CentralSquare to document all requested changes in a change request form ("Change Order Form") in the form set forth in Attachment 1.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.

10.0 Acts or Omissions of Customer

If CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees outside of CentralSquare's control, CentralSquare Provider shall not be deemed in breach of its obligations under this SOW or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, or for any delays in delivery of any services, products or deliverables under this SOW to the extent arising directly or indirectly from such prevention or delay. Additionally, if CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, and CentralSquare expends reasonable costs, charges, or sustains losses, then Customer is responsible to reimburse CentralSquare for all costs, charges, or sustained losses to the extent they arise directly or indirectly from such prevention or delay.

To avoid penalties associated with cancellation or delay of any deliverables, products, or services that were to be provided in accordance with the terms of this SOW as defined in the mutually agreed upon project schedule, Customer must provide notice of cancellation a minimum of ten (10) business days prior to scheduled event.



Office of the Deputy City Manager

225 West Center Street • Kingsport, TN 37660 • 423-229-9471

RyanMcReynolds@KingsportTN.gov

To: Chris McCartt, City Manager

From: Ryan McReynolds, Deputy City Manager

Date: June 17, 2020

RE: CentralSquare Solutions Agreement – Community Development Software

In 1989 our Land Management Software was purchased from HTE. Throughout the years, the software company has been sold and the name has changed several times – SunGard, Superion, and now CentralSquare.

We have developed a database which contains information about all the land and address information serviced by the City of Kingsport. This land management data base interfaces to several applications, including Building Permits, Planning, Taxes, Utility Billing, etc. Because of these interfaces, the current Land Management address database which resides on the Cloud at Central Square has to be used in order to interface with the Financial System on Central Square and for us to continue billing Utilities and Taxes since these applications are not being updated at this time. The new Community Development suite will use the current Land Management data base using program interfaces written for that purpose.

Community Development Software is developed and supported by our current vendor, Central Square, and will need to interface to the current system. Some of the modules, Planning, Building, and Code Enforcement will be moved to the new platform (also hosted by CentralSquare in the cloud) but will have to interface with our current Land data base.

City Code Section 2-599 permits the City Manager to enter into a one source contract when it is determined to be in the best interest of the City of Kingsport. It is recommended to amend our Agreement with CentralSquare Technologies, LLC for the purchase and use of TRAKiT as our Community Development Software.

Your signature of approval is needed for file documentation if you are in agreement with this recommendation. Please feel free to contact me should you have any questions.

Approved: _____

Date: _____

6-29-2020



AGENDA ACTION FORM

Amending CDM Smith Agreement to Include Project Inspection for the Water Facilities Portion of SCADA Master Plan Implementation

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

Action Form No.: AF-193-2020
Work Session: July 6, 2020
First Reading: N/A

Final Adoption: July 7, 2020
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The water and wastewater facilities utilize Supervisory Control and Data Acquisition (SCADA) Systems to monitor and control equipment at the plants and remotely at tanks and pump stations. It is a computer system for continuously gathering and analyzing real time data allowing staff to make operational decisions that affect the quantity and quality of water.

Kingsport water/wastewater facilities utilized four separate SCADA systems each utilizing different hardware, software and means of communication. The sewer lift stations (SLS) system communicated on the 800 MHz trunking system owned and operated by the state. In 2015, to free up space for emergency services the department was prohibited from using the trunking system leaving the SLS with no remote monitoring capabilities. As a result, staff initiated a master planning process and subsequent design with CDM Smith to standardize the water/wastewater facilities SCADA systems. The Master Plan was completed in March 2017.

On June 20, 2017, the mayor executed an agreement for design of the water and wastewater facilities SCADA Master Plan Implementation project with CDM Smith. The first amendment moved the project into the construction phase to include bidding services and engineering during construction for the water and wastewater facilities and inspection for the wastewater portion of the project. SCADA installation for the wastewater facilities is 80% complete. This resolution will provide inspection services for SCADA installation for the water treatment plant and remote facilities by amending CDM Smith's contract in the amount of \$258,200. Funding is available in WA1700.

Attachments:

1. Resolution
3. Contract Proposal

Funding source appropriate and funds are available: *MM*

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: *SPB*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CDM SMITH TO PROVIDE INSPECTION SERVICES FOR SCADA INSTALLATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in June, 2017 the board approved a resolution authorizing the mayor to sign an agreement with CDM Smith for an integrated SCADA (Supervisory Control and Data Acquisition) system master plan for the water treatment plant, the sewer lift stations, the wastewater treatment plant and the water remote sites; and

WHEREAS, the city would like to amend that agreement to include inspection services for SCADA installation for the water treatment plant and remote facilities; and

WHEREAS, the amount of the amendment is \$258,200.00 and funds are available in WA1700.

Now therefore,

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

SECTION I. That an amendment to the agreement with CDM Smith to include inspection services for SCADA installation for the water treatment plant and remote facilities in the amount of \$282,200.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with CDM Smith to include inspection services for SCADA installation for the water treatment plant and remote facilities in the amount of \$282,200.00, and all other documents necessary and proper to effectuate the purpose of the amendment or 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 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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



1100 Marion Street, Suite 300
Knoxville, TN 37921
tel: 865 963-4300
fax: 865 963-4301

June 30, 2020

Ms. Niki Ensor
Water/Wastewater Facilities Manager
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

Subject: Proposal to Provide Resident Project Representative Services for SCADA Master Plan Implementation for the City of Kingsport Water and Wastewater Systems

Dear Niki:

The City of Kingsport (City) owns and operates the City of Kingsport water and wastewater treatment plants and their remote sites. The City has contracted CDM Smith to prepare contract documents suitable for public bidding to procure a SCADA system consistent with the recommendations of the updated November 2018 Final SCADA Master Plan. Specific features of the comprehensive SCADA system are described in Section 2-Executive Summary of the referenced project Master Plan report. The contract was amended in January of 2019 to provide bidding assistance, construction management, general services and resident project representative services through the construction period. The wastewater SCADA project is under construction and is approximately 80% complete. The water SCADA has recently bid and will begin construction this summer.

This proposal is for an additional amendment to retain the resident project representative services for the water SCADA project. The proposed amended task is as follows:

- Task 11 – Resident Project Representative (RPR) Services

A detailed scope of work for the amended service is provided below. All other project tasks and budgets will remain as detailed in the previous agreements and amendment.

Task 11 – Resident Project Representative (RPR) Services (for Water SCADA Project)

ENGINEER shall furnish a full-time Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER have authority over



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or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.

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- b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER the occurrence of any accident.
- 10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- 12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

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- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- 3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work:

Task Description	Completion Date
Task 11 – Resident Project Representative (RPR) Services	June 30, 2021

Payment and Compensation

The City of Kingsport shall compensate the Engineer for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice.





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The project total upper limit shall be increased by \$258,200 for the additional services related to Task 11, and the new upper limit will be increased from \$998,000 to \$1,256,200. Total Contract amount shall not exceed \$1,256,200 without written amendment to this authorization. An estimated breakdown of cost by task covered in this amendment is provided for billing purposes below.

Task Description	Task Budget
Task 11 – Resident Project Representative (RPR) Services ⁽¹⁾	\$258,200
Amendment Total	\$258,200

(1) Budget assumes 2,120 hours over a 52-week period and no overtime with expenses.

CDM Smith looks forward to continuing work with the City of Kingsport for the implementation of the SCADA project. Should you have any questions or require additional information, please do not hesitate to contact me at 865-963-4373.

Very truly yours,

Daniel Unger, PE
Client Service Representative
CDM Smith

cc: Eric Goodman, PE





AGENDA ACTION FORM

Approve the Area Agency on Aging and Disability Grant for FY 20-21

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

Action Form No.: AF-166-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Shirley Buchanan
 Presentation By: Shirley Buchanan

Recommendation:

Approve the Resolution.

Executive Summary:

The First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for Senior Center funding. This funding allows for operational funds for the Kingsport Senior Center. This is a federal and state pass through funding.

The City of Kingsport was approved for FY20-21 in the amount of \$32,000. The grant funds are broken down as follows: \$20,000 for State Senior Center, \$12,000 for Federal Transportation.

Ten percent matching funds are required for each line item. These matching funds are provided in the Kingsport Senior Center operating budget.

Attachments:

- Resolution

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2020-2021

WHEREAS, the First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for the Kingsport Senior Center; and

WHEREAS, this funding provides operational funds for the Kingsport Senior Center; and

WHEREAS, for the fiscal year of 2020-2021 the City of Kingsport was approved for a grant in the amount of \$32,000.00, which is \$20,000.000 for the Kingsport Senior Center and \$12,000.00 from the federal government for transportation for the Senior Citizens Center; and

WHEREAS, ten percent (10%) matching funds are required for each line item; and

WHEREAS, matching funds are provided in the Kingsport Senior Center operating budget.

Now therefore,

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

SECTION I. That the pass through funding from the First Tennessee Development District from the Tennessee Commission on Aging and Disability in the amount of \$32,000.00, requiring ten percent matching funds, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a grant contract and all documents necessary and proper to apply for and receive grant funds from the First Tennessee Development District's Area Agency on Aging in the amount of \$20,000.00, for operational funds for the Kingsport Senior Center, and \$12,000.00 for transportation for the Senior Citizens Center, all requiring ten percent matching funds, said contract being as follows:

GRANT CONTRACT

First Tennessee Development District Area Agency on Aging and Disability, AND
CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER

This grant contract ("Grant Contract"), by and between the First Tennessee Development District Area Agency on Aging and Disability, hereinafter referred to as the "Grantor" and CITY OF KINGSPORT TN FOR KINGSPORT SENIOR CENTER, hereinafter referred to as the "Grantee" or "The Service Provider" is for the provision of services to individuals who are elderly and/or individuals with disabilities provided as pass-thru from Tennessee Commission on Aging and Disability, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Agency Tracking/Identifier#: 106-21

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Senior Center Scope of Services

1. The purpose of the senior center shall be to facilitate the social, emotional, and physical well-

being of adults age 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.

2. The senior center shall comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, *Program and Policy Manual*, Chapter 6 as well as any relevant federal and state laws, regulations, and rules.

3. If the Senior Center is chartered a not-for-profit corporation, the Senior Center must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Senior Center and the Senior Center's policy and procedures, programs, and services. The bylaws shall include the roles and responsibilities of the governing entity, Senior Center director, staff, participants, and fiscal integrity and responsibilities. Senior Centers chartered by the State of Tennessee shall maintain current registration with the Secretary of State and maintain 501(c)3 status. A Senior Center which is part of a city or county government must operate in accordance with policy and procedures of the city or county government. Governmental agencies must be created by statute, resolution, or ordinance.

4. If the Senior Center is a part of city or county government, the city or county government must have policy and procedures that address the administrative and fiscal policies that govern the operation and management of the Senior Center.

a. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability

b. Fiscal Policies and Procedures: The written fiscal policies and procedures must include procedures for:

1. Developing and approving the budget
2. Handling cash and providing receipts
3. Check writing and disbursements
4. Purchasing
5. Petty cash disbursement and replenishment
6. Bank reconciliation
7. Program income
8. Voluntary Contribution

c. A facility that is accessible and barrier-free for people with disabilities

5. The senior center shall post the following:

- a. Participant Grievance Procedure
- b. Title VI Civil Rights Notice
- c. Public Accountability Poster (800# TN Comptroller's Office)
- d. Emergency telephone numbers
- e. Location of First Aid Kits, extinguishers and other supplies
- f. Monthly Calendar of Events

6. The senior center shall record participant information using the questions on the Participant Registration for located in the SAMS database.

7. The senior center shall submit program data and financial reports to the AAAD at least quarterly by the 10th day of the month following the quarter.

8. The senior center shall retain records for five years plus the current year.

9. The senior center shall submit an annual report to the AAAD by August 1 of each year.

10. The senior center must administer a Satisfaction Survey and the results must be submitted to the AAAD annually.

11. The senior center must provide one or more of these services. These services are: health education, education/training, health screening, physical fitness/exercise, recreation, and telephone reassurance.

A.3. Transportation Scope of Services

1. The purpose of the transportation service is to provide a means of transportation for persons aged 60 and older who require help in going from one location to another, using a service provider vehicle. Transportation resources are needed to meet activities of daily living, including but not limited to, shopping for groceries and other needs, medical and other health care related appointments, pharmacies, meal sites, and socialization.

2. (The service provider) shall have standard written procedures for providing service.

3. (The service provider) shall establish trip priorities such as medical appointments and nutrition sites in the event all participants requesting service cannot be served.

4. (The service provider) must strictly enforce the Tennessee seat belt law.

5. Drivers must be in compliance with state governing law, statutes, policies, and regulations.

6. In addition to general training requirements, drivers must be provided with at least one annual

in-service training as specified in a written training plan which must include these topics:

- a. Medical emergencies: CPR, first aid, accident procedures;
- b. Passenger relations;
- c. Passenger assistance;
- d. Special skills or knowledge for transporting special populations, such as dialysis patients; and,
- e. Operation of special equipment such as wheelchair lifts or ramps.
7. A regular vehicle maintenance program which includes maintenance of safety equipment must be followed and documented.
8. An accident review process which includes documentation of action taken and final conclusion must be established and followed.
9. Participant information must be maintained at the dispatch sites which include:
 - a. General information regarding participant, including directions to the home, if necessary;
 - b. Special limitations or handicap as defined by Section 504 of the Rehabilitation Act of 1973; and,
 - c. Emergency information.
10. Transportation program vehicles are not to be used in lieu of emergency medical transportation.
11. Participant information, using the questions on the Participant Registration Form, shall be recorded in the SAMS database.
12. (The service provider) shall submit program data, program reports, and financial reports to the AAAD at least quarterly on or before the 10th day of the month following the quarter.
13. (The service provider) shall retain records for five years plus the current year.
14. (The service provider) shall submit an annual report to the AAAD by August 1 of each year.
15. (The service provider) shall provide the services marked in the following categories, reaching a minimum of participants/units listed:

X	Service	Unduplicated Number of Participants	Units of Service
X	Transportation (One Way Trip) Provision of transportation for a person who requires help in going from one location to another using a vehicle. Does not include any other activity.	350	3,000

Geographic Area Covered	Days/Hours of Service	Holiday Closing Schedule
Greater Kingsport Area	Monday - Friday Regular Senior Center Operating Hours	State Holiday Schedule

16. (The service provider) geographic service area and days/hours of service are as follows:

17. Participants of the transportation service shall not be charged a fee, but provided an opportunity to make a contribution for service.

A.5. Incorporation of grant budget- source of funds. The grant budget- source of funds, which appears as Attachment A, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 7/1/2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-two Thousand Dollars (\$32,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A&B is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any

reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6. C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

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

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

FTAAAD, 3211 N. Roan Street, Johnson City, TN 37601

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: FTAAAD
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Remittance Address.
- (9) Grantee Contact for Invoice Questions (name, phone, or fax).
- (10) Itemization of Reimbursement Requested for the Invoice Period- it must detail, at minimum, all of the following:

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

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

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

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

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

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

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

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

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the Grantor in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the Grantor.

a. If total disbursements by the Grantor pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the Grantor. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The Grantor shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The Grantor will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Grantor as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Grantor pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the Grantor a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor, and subject to the availability of funds the Grantor agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the Grantor shall not prejudice the Grantor's right to object to or question any reimbursement, invoice, or related matter. A payment by the Grantor shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the Grantor, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. Grantor's Right to Set Off. The Grantor reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the Grantor under which the Grantee has a right to receive payment from the Grantor.

C.13. Prerequisite Documentation. The Grantee shall not invoice the Grantor under this Grant Contract until the Grantor has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the Grantor an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Grantor. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Grantor, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the Grantor the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Grantor is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The Grantor may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the Grantor. The Grantor shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the Grantor is liable shall be determined by the Grantor. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Grantor's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the Grantor shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Grantor's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the Grantor for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State and the Grantor. If such subcontracts are approved by the State and the Grantor, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the Grantor as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

The Grantor:

Christopher L. Craig, Executive Director
First Tennessee Development District Area Agency on Aging and Disability
3211 N. Roan Street
Johnson City, TN 37601
Email Address: ccraig@ftdd.org
Telephone: 423-928-0224
Fax: 423-926-8291

The Grantee:

Mayor Pat Shull
Kingsport Senior Center
225 West. Center Street
Kingsport TN 37660
shirleybuchanan@kingsporttn.gov
Telephone# 423-392-8403
Fax# 423-224-2488

For Office on Aging, Family Caregiver, Senior Center and Nutrition Services: Shirley Buchanan, Senior Center Director

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

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

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

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

D.11. HIPAA Compliance. The Grantor and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

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

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

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs,

and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Grantor, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor as requested.

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment D.

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

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

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

Grantee shall comply with 2 C.F.R. §§ 200.317-200.326 when procuring property and services under a federal award.

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of Grantor's Liability. The Grantor shall have no liability except as specifically provided in this Grant Contract. In no event will the Grantor be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The Grantor's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the Grantor of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Grantor within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the Grantor may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the Grantor any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal

laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200%20main%202.tpl)

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the Grantor or acquired by the Grantee on behalf of the Grantor that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the Grantor or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Grantor ("PII"). For the

purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the Grantor to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII;

(B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify Grantor: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Grantor reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Grantor to enable the Grantor to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the Grantor's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Grantor any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the Grantor any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the Grantor, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this Grantor under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.3. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

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

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

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

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

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
 - b. The Grantee must report executive total compensation described above to the Grantor by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the Grantor by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.
The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the Grantor may terminate this Grant Contract for cause. The Grantor will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.
- E.4. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- [Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

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

ADOPTED this the 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO

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

Action Form No.: AF-165-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Susan Doran/Lesley Phillips
 Presentation By: Lesley Phillips

Recommendation:

Approve the Resolution.

Executive Summary:

As administered by State Departments of Transportation, each year the Federal Highway Administration (FHWA) provides Planning funds for Metropolitan Transportation Planning Organizations (MTPOs). Because the Kingsport MTPO includes a small portion of Scott County Virginia, including Weber City and Gate City, the Virginia Department of Transportation allocates a portion of these funds for work the MTPO Staff carries out in this area. For fiscal year 2021, the MTPO's allocation of Federal Planning funds from Virginia is \$4,077 Federal (80%), matched by \$510 from VDOT (10%) and \$510 from the City of Kingsport (10%), totaling \$5,096. These funds have been included in the annual budget process. Staff recommends the Board approve the Letter of Authorization accepting the Federal/State Planning funds.

Attachments:

1. Resolution
2. Letter of Authorization/Agreement

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: *SK*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2021; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

WHEREAS, the Federal Highway Administration provides planning funds for use by the Metropolitan Planning Organization (MPO), available through the Virginia Department of Transportation (VDOT); and

WHEREAS, the Letter of Authorization for fiscal year 2021 is in the total amount of \$5,096.00, including the required matching funds from the city; and

WHEREAS, matching funds in the amount of \$510.00 are required, which are accounted for during the annual budget process and will come from the approved FY2021 budget for the MPO.

Now therefore,

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

SECTION I. That the Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the total amount of \$5,096.00, including \$510.00 in required 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, a Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,096.00, including \$510.00 in required 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, said letter being as follows:

RE: FY-21 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2021
Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction
FY-21 Pass-Through Entity Identifying Number: UPC 0000117283
Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2021 (July 1, 2020, to June 30, 2021).

These funds are to be used to finance the activities contained in the approved FY 2021 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2021 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-21	Local Match	Grand Total of Support for FY-21 UPWP Activities
PL	\$4,077	\$510	\$4,587	\$510	\$5,096

Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary. Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2020, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2021 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

[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 Letter of Authorization 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 public.

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

ADOPTED this the 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1401 East Broad Street
Richmond, Virginia 23219

Phone: (804) 786-7701
Fax: (804) 786-2040

June 9, 2020

Mr. William Albright
Transportation Planning Manager
City of Kingsport Tennessee
225 West Center St.
Kingsport, TN 37660

RE: FY-21 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2021
Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction
FY-21 Pass-Through Entity Identifying Number: UPC 0000117283

Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2021 (July 1, 2020 to June 30, 2021).

These funds are to be used to finance the activities contained in the approved FY 2021 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2021 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

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Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Mr. William Albright
June 9, 2020
Page Two

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2020, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2021 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

By: _____
Marsha Fiol
Transportation Mobility Planning
Director

Date: _____

City of Kingsport on behalf of the Kingsport
MPO

By: _____
Signature

Date

- Attachment 1 - Certifications
- Attachment 2 - Personnel and Salaries
- Attachment 3 - Indirect Cost Certification Statement
- Attachment 4 - DUNS Number and Place of Performance (POP) Information
- Attachment 5 - USDOT 1050.2A Non-Discrimination Assurances (and Appendices A to E)

ATTACHMENT 1

CERTIFICATION OF THE CITY OF KINGSPORT, TN

I hereby certify that I am the Transportation Planning Manger of the City of Kingsport, TN, whose address is 201 West Market Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

Transportation Mobility Planning Director

ATTACHMENT 2

PERSONNEL AND SALARIES

(This listing is to be prepared by CITY OF KINGSPORT, TN)

ATTACHMENT 3
Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. [2 CFR 200, Appendix VII](#) outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

☒ - Do not charge indirect costs. (You have completed the form.)

☐ - Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

☐ - No change in indirect cost allocation plan previously submitted.

☐ - Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

☐ - There will be no significant change in the indirect cost rate _____% previously used. (Approved % rate must be provided here)

Provide copy of rate approval (from VDOT or other cognizant agency)

☐ - There will be a significant change in the indirect cost rate from that previously used. The proposed rate is _____%. (Proposed % rate must be provided here)
(As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

CITY OF KINGSPORT, TN

By: _____ Date: _____

ATTACHMENT 4

DUNS Number & POP

As part of the federal award reporting process, VDOT is required to provide FHWA the DUNS Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

DUNS# 079027579

POP (area in which the project will be completed/performed)

City Kingsport Metropolitan Area

State Tennessee/Virginia

Zip Code +4 37660-4285

CITY OF KINGSPORT, TN

By: _____

Date: _____

ATTACHMENT 5

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The *City of Kingsport, Tennessee* (herein referred to as the "Recipient"). HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *the Federal Highway Administration and or Federal Transit Administration*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin):
 - 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration and or Federal Transit Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted *Federal-aid Highways and or Public Transportation Programs*:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

ATTACHMENT 5

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal-aid Highways and/or Public Transportation Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Kingsport, Tennessee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

ATTACHMENT 5

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *the City of Kingsport, Tennessee* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration and or Federal Transit Administration* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration and or Federal Transit Administration*. You must keep records, reports, and submit the material for review upon request to the *Federal Highway Administration and or Federal Transit Administration*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Kingsport, Tennessee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-aid Highways and or Public Transportation Programs*. This ASSURANCE is binding on *the Commonwealth of Virginia*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal-aid Highways and or Public Transportation Programs*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Kingsport, Tennessee

(Name of
Recipient)

by _____

(Signature of Authorized
Official)

(Date)

ATTACHMENT 5

1050.2A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, and *the Federal Highway Administration and/or Federal Transit Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *the Federal Highway Administration and/or Federal Transit Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration and/or Federal Transit Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration and/or Federal Transit Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Federal Highway Administration and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

1050.2A A

ATTACHMENT 5

1050.2A APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *City of Kingsport, Tennessee* will accept title to the lands and maintain the project constructed thereon in accordance with the *Virginia General Assembly*, the Regulations for the Administration of *Federal-aid Highways and or Public Transportation Programs*, and the policies and procedures prescribed by the *Federal Highway Administration and or Federal Transit Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *City of Kingsport, Tennessee* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *City of Kingsport, Tennessee* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *City of Kingsport, Tennessee*, its successors and assigns.

The *City of Kingsport, Tennessee*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]* (2) that the *City of Kingsport, Tennessee* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended], and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A
APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



AGENDA ACTION FORM

Release of All Claims for North Carolina Farm Bureau Insurance and its Insured, James Taylor

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

Action Form No.: AF-171-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Tommy Hughes
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

On January 8, 2020, James Taylor was operating a vehicle insured by North Carolina Farm Bureau Insurance on Ft. Henry Drive when he lost control of the vehicle, exited the roadway and struck a city fire hydrant. The hydrant was a complete loss. The insurance company has agreed to pay the city \$1,510.81, which pays for the replacement of the fire hydrant, provided the city executes a release, the form of which is in the attached resolution.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A RELEASE FOR PROPERTY DAMAGE FROM NORTH CAROLINA FARM BUREAU INSURANCE FOR PROPERTY DAMAGE TO A FIRE HYDRANT ON FT. HENRY DRIVE ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

WHEREAS, on January 8, 2020, James Taylor struck and damaged a city fire hydrant located next to Ft. Henry Drive, when he lost control of his vehicle; and

WHEREAS, this caused damage to the city property in the amount of \$1,510.81; and

WHEREAS, North Carolina Farm Bureau Insurance, the insurer for James Taylor, agreed to pay for the damages in the amount of \$1,510.81 provided the city executes a release; and

WHEREAS, the payment will reimburse the city for its expenses and damages caused to the property by the accident.

Now therefore,

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

SECTION I. That the release from North Carolina Farm Bureau Insurance for damage to a city fire hydrant located next to Ft. Henry Drive, caused by James Taylor on January 8, 2020, due to a vehicle accident is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a release from North Carolina Farm Bureau Insurance for property damage to a city fire hydrant located next Ft. Henry Drive that occurred on January 8, 2020, 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 Release being as follows:

**RELEASE
(PROPERTY DAMAGE ONLY)**

Reference #11101004898

FOR AND IN CONSIDERATION OF the payment to me/us of the sum of (\$1,510.81) One Thousand Five Hundred Ten and 81/00 dollars, and other good and valuable consideration, I/we, being of lawful age, have released and discharged, and by these presents do for myself/ourselves, my/our heirs, executors, administrators and assigns, release, acquit and forever discharge James Taylor and any and all other persons, firms and corporations of and from any and all actions, causes of action, claims, demands, damages, costs, loss of use, expenses, compensation, and all consequential damage on account of, or in any way growing out of, property damage resulting or to result from accident that occurred on or about the 8th day of January, 2020, at or near Kingsport, TN.

I/we understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms, and corporations hereby released by whom liability is expressly denied.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

WITNESS my hand and seal this 17th day of June, 2020

[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 release set out herein that do not substantially alter the material provisions of the release, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the 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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Rejecting the Award of the Bids and Purchase Orders for Three (3) Extended Cab with Utility Body & One (1) ½ Ton 4X4 Pickup Truck

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

Action Form No.: AF-174-2020
 Work Session: July 6, 2020
 First Reading: N/A

Final Adoption: July 7, 2020
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation: Approve the Resolution.

Executive Summary:

Bids were opened on November 27, 2019 for the purchase of Three (3) Extended Cab with Utility Body for use by the Water & Waste Water Maintenance Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 10, 2019 and placed on our website for 17 calendar days. In action form AF-289-2019 the bid was awarded to World Wide Ford Sales on PO W01665 as follows:

	\$53,257.00	Unit Cost
	\$975.00	Option A
	\$475.00	Option B
	\$12,550.00	Trade in Allowance Equipment # 1994
Less	<u>\$12,750.00</u>	Trade in Allowance Equipment # 2065
	\$136,396.00	Total Purchase Price

Bids were opened on November 6, 2019 for the purchase of One (1) ½ Ton 4x4 Pickup Truck for use by the Stormwater Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 20, 2019 and placed on our website for 17 calendar days. The award was to World Wide Ford Sales on PO W01500 for the amount of \$28,988.00.

World Wide Ford Sales has gone out of business as of June 30, 2020 and is not being bought by another company. We are requesting to reject both of these bids and cancel the purchase orders. We will need to re-bid the four (4) vehicles referenced above

Attachments:

1. Resolution
2. Bid Minutes

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS AND PURCHASE
ORDERS RELATED TO THE PURCHASE OF THREE (3)
EXTENDED CAB WITH UTILITY BODY AND ONE (1) ½ TON 4X4
PICKUP TRUCK

WHEREAS, bids were opened November 27, 2019, for the purchase of three (3) extended cab with utility body for use by the Water & Waste Water Maintenance Departments the bid was awarded to World Wide Ford Sales on December 17, 2019, by Resolution No. 2020-100, and ordered on Purchase Order W01665, for the total purchase price of \$136,396.00 after options and trade-in allowances; and

WHEREAS, bids were opened on November 6, 2019, for the purchase of one (1) ½ ton 4x4 pickup truck for use by the Stormwater Department and the award was to World Wide Ford Sales and ordered on Purchase Order W01500 for the amount of \$28,988.00; and

WHEREAS, World Wide Ford Sales represents that it is unable to deliver the vehicles as it went out of business as of June 30, 2020, and it is not being bought by another company; and

WHEREAS, such action by the bidder requires the city to reject all the bids, including cancellation of the previously awarded bids and purchase orders and rebid the purchase of the vehicles.

Now therefore,

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

SECTION I. That all bids opened November 27, 2019, for the purchase of three (3) extended cab with utility body for use by the Water & Waste Water Maintenance Departments are rejected and the purchase orders are cancelled.

SECTION II. That all bids opened on November 6, 2019, for the purchase of one (1) ½ ton 4x4 pickup truck for use by the Stormwater Department are rejected and the purchase orders are cancelled.

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

ADOPTED this the 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 27, 2019
4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; and Michelle Gillenwater, Administrative Assistant, Procurement Department

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

The Assistant Procurement Manager opened with the following bids:

EXTENDED CAB WITH UTILITY BODY									
Vendor:	Qty.:	Unit Cost:	Option A:	Option B:	Trade-In #1994	Trade-In #2065	Delivery Time:	Make/Model:	Comments
Auto World of Big Stone Gap	3	\$51,877.77	\$1,000.00	\$500.00	\$ 500.00	\$ 500.00	230 Days	2020 5500 Crew Cab Chassis 4X2	N/A
Ted Russell Ford	3	\$51,750.00	\$1,500.00	\$500.00	\$ 2,500.00	\$ 2,500.00	120 Days	Ford F550 Super Cab 168"	White Out Used
Worldwide Ford Sales	3	\$53,257.00	\$ 975.00	\$475.00	\$12,550.00	\$12,750.00	200 Days	2020 Ford F550	N/A

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

MINUTES
BID OPENING
November 6, 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:

½ TON 4X4 PICKUP TRUCK				
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Make/Model:
Ted Russell Ford	1	\$28,210.00	85 Days	Ford F250 Regular Cab 4X4 8' Bed Pickup
Worldwide Ford Sales	1	\$28,988.00	100 Days	Ford F250 4X4 Regular Cab
Fairway Ford	1	\$30,227.00	150 Days	Ford F150 2020
Ford of Murfreesboro	1	\$26,953.00	33 Days	Ford F1E

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