



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, April 16, 2018, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

Leadership Team

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief

Scott Boyd, Fire Chief
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Symphony of the Mountains – Cornelia Laemmli Orth and Melissa Roberts
4. DKA and PEAK – Melissa Sanders, Lisa Williams and Dana Glenn
5. Children's Advocacy Center of Sullivan County – Gena Frye
6. First TN Human Resource Agency – Jason Cody
7. Projects Status – Jeff Fleming
8. Review of Items on April 17, 2018 Business Meeting Agenda
9. Adjourn

Next Work Session, April 30: Higher Education Update and Bays Mountain Park Status

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

City of Kingsport

Project Status in Pictures



1 Reedy Creek Trunk Line

Work is 75% complete on the sewer trunk line on the old Fairway Ford property.

2 Pendragon Sidewalks

Sidewalk installation is close to 90% complete in the Ridgefields neighborhood.

3 Farmers Market Pavilion

The Farmers Market parking lot was restriped for a new parking layout. The first farmer's market is on Saturday.

4 Lynn View Community Center

The accessibility improvements - stairs, ramp, handrails and new asphalt - are complete.

5 KATS Transit Center

Concrete is being placed for the foundation and underground utilities work continues.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Per TDOT Field Survey was completed and turned over to Design week of 11/12/2017.
\$6,719,995.10	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	5/21/2018	Concrete work being done along Lomax St. Line work continuing on Fairway Ford property and Sullivan St.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	Working with Sierra Wireless to complete radio frequency analysis for sewer lift stations. Expect 30% drawings by the end of March.
\$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	Received 30% plans on 4/6/18.
\$4,186,000.00	Chris McCartt	Melton, Dawn	New KATS Transit Center	GP1718	1/18/2019	Footings and foundations walls are ongoing this week
\$3,867,000.00	Chad Austin	Clabaugh Hank	Border Regions Sewer Extensions		2/17/2020	Survey and design to begin in Spring 2018.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	90% design complete. Project is on hold until funding becomes available.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2019	Obtained 60% of easements. Continue to work with remaining property owners.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	6/30/2019	Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	40% Design Plans received and reviewed. TDOT Format "Preliminary Plans" development underway.
\$1,688,507.50	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement	WA1803/G P1830	9/18/2018	Sidewalk installation 99% complete. Backflows installed for Berkeley & Charsley. Installing line on Heatherly.
\$961,140.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]	GP1725	8/31/2020	Preliminary Design underway. Current status is 50% of NEPA phase complete as of 1/25/2017
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2019	Secondary appraisals underway to satisfy mortgage holder requirements to release liens.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	GP1623	12/8/2018	Value Engineering underway to meet funding availability.
\$619,720.46	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	6/30/2018	Telephone company still in process of relocating. Expected start for contractor is May.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$600,000.00	Kitty Frazier	Melton, Dawn	Riverbend Park	GP1512	12/31/2018	BARGE still working on design.
\$420,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation (2017-C28)	GP1711	12/22/2018	Rehab work continues
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Chad Austin	Clabaugh Hank	Border Regions Area 3 Water Upgrades		9/30/2018	Documents will be submitted to TDEC for review during the week of April 9th.
\$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	6/30/2018	Plans are under review.
\$246,225.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	The fully executed agreement with Stansell Electric is in place. Working to schedule preconstruction meeting.
\$230,000.00	Chris McCart	Hickman, Mike	Library Colonnade Expansion	GP1807	7/1/2018	Asbestos abatement to be completed this week. Preconstruction meeting 4/12/2018.
\$187,500.00	Kitty Frazier	Melton, Dawn	Lynn View Community Center Site Improvements	GP1714	5/20/2018	Parking lot paving and striping have been completed.
\$150,000.00	Steve Robbins	Steve Robbins	Bloomington Culvert Replacement			Design underway by consultant (Mattern & Craig)
\$117,889.67	Kitty Frazier	Melton, Dawn	Borden Park Phase II - Playground	GP1700	4/19/2018	Installers said they need two weeks of drying for the remainder of installation.
\$75,797.00	Rob Cole	Hickman, Mike	Bays Mountain Bathroom Renovations		5/15/2018	Construction underway. Walls built.
\$50,000.00	Steve Robbins	David Edwards	Main St. & Sullivan St. System Upgrades			Waiting on TDEC approval
	Chris McCartt	Clabaugh, Hank	Carousel Park		6/4/2018	Duco Construction is the low bidder. Owner is evaluating the funding package.

Status Updates on Active Projects sorted by Completion Date

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BMA Report, April 16, 2018



Kingsport Employee Wellness, George DeCroes

	01/01/2018 – 03/31/2018	03/01/2018 – 03/31/2018
Total Utilization	94.3%	105.3%
City – Active Employees	60.9%	67.1%
City – Dependents	31.4%	25.1%
City – Retirees	2.3%	2.3%
Extended-Patient Services/Other	0.4%	0.8%
Work Comp	0.3%	0.5%
No Show	4.6%	4.2%

There were 201 appointments for HRA's during the month of March.

Worker's Compensation, Terri Evans

For the month of March 2018 there were no workers' compensation claims that involved lost time.

Financial Comments, Judy Smith

The sales tax information is not available at this time.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, April 17, 2018, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Led by New Vision Youth

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

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Officer Lt. Steve Hammonds – Chief Quillin

IV.B. APPOINTMENTS

1. Appointments to the Cattails Management Advisory Committee (AF: 55-2018) (Mayor Clark)
 - Appointments
2. Appointments to the Aquatic Center Advisory Board (AF: 59-2018) (Mayor Clark)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – April 2, 2018
2. Business Meeting – April 3, 2018

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Ratifying the Acceptance and Appropriation of Grant Funds to the Kingsport Farmers Market by the Sullivan County Regional Health Department (AF: 58-2018) (Chris McCartt, Sid Cox)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amending City Code Authorizing the City Manager, or Designee to Execute All Right-of-Way Permits with TDOT Allowing the City to Perform Work within State Right-of-Ways (AF: 50-2018) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**
2. Budget Adjustment Ordinance for FY18 (AF: 52-2018) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Enter into a Contractual Agreement, TDOT Project No: 825307-S3-022 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 53-2018) (Chris Campbell)
 - Resolution
2. Inter-Local Agreement Renewal with the Kingsport ECD (AF: 56-2018) (David Quillin)
 - Resolution

3. Award the Bid for Johnson Elementary School Roof Replacement to Davis Brothers Roofing, Inc. (AF: 57-2018) (David Frye)
 - Resolution
4. Awarding the Bid for the Purchase of One (1) Cab/Chassis with Street Sweeper (AF: 64-2018) (Ryan McReynolds, Steve Hightower)
 - Resolution

VII. CONSENT AGENDA

1. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF: 61-2018) (Jim Demming)
 - Certificates of Compliance
2. Amend Demand Response Agreement with EnerNoc, Inc to Participate in PJM Load Response Program (AF: 63-2018) (David Frye, Michael Thompson)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointments to the Cattails Management Advisory Committee

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

Action Form No.: AF-55-2018
 Work Session: April 16, 2018
 First Reading: N/A

Final Adoption: April 17, 2018
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to appoint Jessica Slaughter and Charles C. Nitschke to the Cattails Management Advisory Committee replacing Fred Wallin and Jan Compton.

The recommended members were collected from the Serve Kingsport volunteer process open to all residents of Kingsport.

If approved by the Board of Mayor and Aldermen, appointments will be for three-year terms effective immediately and will expire April 30, 2021.

Attachments:

1. Bios

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

**Jessica Slaughter
1118 Catawba St.
Kingsport, TN 37660**

Jessica Slaughter lives in Kingsport with her husband, Matthew, and their three children. Jessica and Matthew were both born and raised in Kingsport, and both their families have been in Kingsport for generations. Before starting their own family, they made the decision to stay in Kingsport to work and raise their children. Matthew and Jessica have three children, Emma Jayne (age 8), Carter Ross (age 5) and Haddie Beth (age 4).

Jessica and Matthew love Kingsport, and they believe it's important to give back to their community. Matthew works for the City of Kingsport and currently serves on the Kingsport Lions Club's Board of Directors in addition to coaching youth sports. Jessica presently serves as PTO President at Abraham Lincoln Elementary. In that role, she works with other Board members to support the staff and students where needed. She believes that by being engaged within the school, her children will see the importance she places on their education. Jessica also volunteers as a Girl Scout troop leader. She started this troop with the help of friends, and the troop now has 17 wonderful girls who are passionate about friendship, selling Girl Scout cookies, and learning new things as they earn all kinds of badges. Currently the troop is seeking ways to serve within the community. Through community service and other troop activities, each girl will have the chance to discover her own individual leadership abilities and to develop a strong positive self-image. Jessica also has a love for sewing and crafting. The Slaughters attend Celebration Church, and Jessica and Matthew serve in the Nursery Ministry there.

On Friday nights in the fall, you can find the whole Slaughter family at J. Fred Johnson Stadium cheering for the Tribe. As graduates of Dobyns Bennett High School, Jessica and Matthew enjoy the longstanding tradition of supporting their hometown football team, cheerleaders, and band with their children. Throughout the year, they enjoy all kinds of other DB and community events. To Jessica, Kingsport is special. It offers a safe place to live and raise her children, an affordable lifestyle, events and activities for all ages, an exceptional public school system. Kingsport is HOME! Jessica is excited to serve on the new Neighborhood Commission and looks forward to the opportunity to help make Kingsport an even better place for everyone who lives here.

**Biographical Sketch
For
Charles C. Nitschke**

Career:

With Eastman Chemical Products working in numerous positions. Retired as Director of Container Plastics Business Organization.

Education:

BS in Industrial Engineering from University of Kansas
MBA from University of Kansas

Activities:

Involved in Kingsport activities for years, including board membership on:

- Kingsport Historic Zoning Commission
- Kingsport Gateway Commission
- Wellmont Hospital
- Ridgefields Country Club

Currently, actively involved with:

- Kingsport Beverage Board--current board member, past chair
- Boys & Girls Club of Kingsport--current board member, past chair
- Boys & Girls Club Foundation – current chair
- Kiwanis Club of Kingsport—past president & current member
- Member of the ONE Kingsport Housing Committee & the Prioritization Committee
- Member of Kingsport's Summit Advisor Committee

Interests:

- Avid supporter of & believer in Kingsport's quality of life
- Children and grandchildren (6)
- Golf
- Traveling
- Gardening

Personal:

Born and raised in Kansas (a Jayhawk). Married to Loretta. Two grown children—one in Ft. Mill, SC; one in Portland, OR

3300 Parkcliffe Dr.

Kingsport, TN 37664

423-246-5797, © 423-677-5836

csquaredtn@gmail.com



AGENDA ACTION FORM

Appointments to the Aquatic Center Advisory Board

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

Action Form No.: AF-59-2018
 Work Session: April 16, 2018
 First Reading: N/A

Final Adoption: April 17, 2018
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:

Approve appointment/reappointments.

Executive Summary:

It is recommended to appoint Justin Mann to the Aquatic Center Advisory Board replacing Jeff McCord. The recommendation was collected from the Serve Kingsport volunteer process open to all residents of Kingsport.

It is also recommended to reappoint Detra Cleven and Peter Lodol to the board for their fourth and third terms respectively.

If approved by the Board of Mayor and Aldermen, appointments will be for three-year terms effective immediately and will expire April 30, 2021.

Attachments:

1. Bio

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

Justin Mann

I am from Kingsport. We moved here in 1977 from Atlanta. I graduated from Sullivan South and swam on the Swim Team at South. I have two degrees from ETSU. One is a BA in History and the other is a Master of Public Management. I believe I have the distinction of being the last recipient of that particular master's. It has become the more well-known MPA.

After a brief stint in Lexington, KY, my family moved to Charleston, SC in 2006 and I began swimming again. I worked at the Medical University of South Carolina's Library, while my wife was in Pharmacy School. I decided to become an open water swimmer and I swam my first 2.4 miler, The Lowcountry Splash, in the Cooper River in 2008. I have been able to swim it every year since. My first 10K swim was in the brackish water of the Intracoastal Waterway near Savannah, GA. The furthest that I have ever swum was a 11.5K marathon swim in Lake Hartwell in Clemson, SC.

When my wife graduated from pharmacy school in 2010, she accepted a job in Bristol, VA. We could have lived in Bristol, but I was reading the newspaper and I saw that it was rumored that Kingsport was building an Aquatic Center in the near future. We decided that Kingsport was the place to be, so we bought a house here. I was a house dad at that point and I began volunteering. I was on the Miller Perry PTA Board, a US Masters Swimmer, an Officer of Elections, a USA Swimming Official, an Assistant Scoutmaster, a BSA Lifeguard, and a soccer coach.

I have been a family member of the YMCA since the Y/Aquatic Center opened. Since 2016, I have been working in HR at Frontier Health in Gray. I have had to curtail my volunteer positions somewhat. I am currently on the Board of Directors of Kingsport Theatre Guild, an officer in the Tennessee State Guard, and a BSA Lifeguard. I hope this allows you to get to know me a little bit. I look forward to serving the citizens of Kingsport on the Aquatic Center Advisory Board.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, April 2, 2018, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Vice-Mayor Mike McIntire

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder/Chief Financial Officer

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **FIRST TN DEVELOPMENT DISTRICT.** Mr. Chris Craig gave a presentation on this item, providing details on the structure, programs and outreach of this organization. He answered questions from the board and some discussion followed.

At this time, City Manager Fleming provided a legislative update, providing details on the decisions made by the legislature last week while he was in Nashville for their session. Topics included annexation, pain clinics, utility rate differential as well as capital funding and the maintenance of effort agreement regarding funding for education. There was considerable discussion on the state mandated funding for schools and where that money will come from. Alderman George pointed out that because of votes made at the county regarding this money, the city budget will now be affected by either cutting services or raising taxes. The board stated this issue needed to be raised at the meeting tomorrow night to make the public aware.

4. **REVIEW OF AGENDA ITEMS ON THE APRIL 3, 2018 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.B.2 Budget Adjustment Ordinance for FY18 (AF: 52-2018). City Manager Fleming pointed out this included funding to complete Carousel Park. Assistant City Manager for Administration Chris McCartt provided details on the new park, noting construction would begin in May after the Racks by the Tracks festival is over and finished by late summer.

VII.2 Southern Creative Places Grant by South Arts for Improvements to a Specified Alley in Downtown (AF: 49-2018). Development Services Directore Lynn Tully provided information on this project and why this location was chosen to be the first one. City Planner Jessica Harmon provided further details and answered questions. Discussion ensued.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, April 2, 2018**

5. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, April 3, 2018, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager
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James Demming, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Boys and Girls Club.
- II.B. **INVOCATION:** Pastor Randall Wright, St. Matthew United Methodist Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 - 1. Proclamation - Boys and Girls Club Week (Mayor Clark)
 - 2. Proclamation - Keep Kingsport Beautiful Month (Vice Mayor Mike McIntire)
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. March 19, 2018 Regular Work Session
- B. March 20, 2018 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

- 1. **Annexation Annual Plan of Services Report** (AF: 40-2018)
(Nathan Woods). City Planner Nathan Woods gave a brief presentation on this item.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 3, 2018**

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Amend City Code Authorizing the City Manager or Designee to Execute All Right-of-Way Permits with TDOT Allowing the City to Perform Work within State Right-of-Ways (AF: 50-2018) (Ryan McReynolds).

Motion/Second: George/McIntire, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 2-606 RELATING TO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE RIGHT-OF-WAY PERMITS WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Adjustment Ordinance for FY18 (AF: 52-2018) (Jeff Fleming).

Motion/Second: McIntire/Adler, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION. None.

D. OTHER BUSINESS.

1. Consideration to Amend Fee Schedule (AF: 47-2018) (Chris McCartt, Rob Cole).

Motion/Second: George/Olterman, to pass:

Resolution No. 2018-137, A RESOLUTION AMENDING RESOLUTION NO. 2017-245 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 66-PARKS AND RECREATION

Passed: All present voting "aye."

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

Motion/Second: McIntire/Cooper, to adopt:

1. Grant from East Tennessee Foundation Arts Fund for Sculpture Walk Workshops and Exhibition (AF: 51-2018) (Chris McCartt).

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Pass:

Resolution No. 2018-138, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE EAST TENNESSEE FOUNDATION ARTS FUND FOR THE SCULPTURE WALK WORKSHOPS AND EXHIBITIONS

Passed: All present voting "aye."

2. Southern Creative Places Grant by South Arts for Improvements to a Specified Alley in Downtown (AF: 49-2018) (Chris McCartt).

Pass:

Resolution No. 2018-139, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SOUTHERN CREATIVE SPACES GRANT BY SOUTH ARTS FOR IMPROVEMENTS TO A SPECIFIED ALLEY IN DOWNTOWN

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming commented on the detailed legislative update he provided at the work session yesterday and reminded citizens how to sign up to receive those updates at home after each work session. At this time, he provided further details on the maintenance of effort agreement for the schools that is state mandated and how that will affect the city's upcoming budget. He explained how the maintenance of effort works, the concept behind it, and why there is now a deficit that needs to be made up.
- B. MAYOR AND BOARD MEMBERS.** Alderman Olterman stated the local high schools are involved now with baseball, softball, and track. encouraging everyone to support the kids and their athletic programs. Alderman George reminded citizens the next two weeks were clean up weeks with curbside pickup of larger items from the city, such as furniture and appliances. She asked Assistant City Manager for Operations Ryan McReynolds to provide further details. She also mentioned Funfest has announced their concert lineup and ticket sales are going well, encouraging citizens to look at the schedule of events on the Funfest website. Alderman Adler thanked Mr. Fleming for the school funding update and requested citizens to pay attention to this issue. She also reminded everyone that there will be several locations to show up to help clean on April 21 from 9:00 to 12:00 as part of the Keep Kingsport Beautiful clean-up day and provided information on how to organize a neighborhood clean-up as well. Lastly she stated the Kingsport Theatre Guild would be performing Joseph and the Amazing Technicolor Dreamcoat over the next two weekends, encouraging folks to come see it at the Renaissance Center and support KTG. Alderman Cooper stated there was an upcoming opportunity to learn about local missions at First Broad Street United Methodist church. Vice-

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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Mayor McIntire pointed out Alderman Cooper has been appointed by the governor to the three star rating team. He also stated Healthy Kingsport received the Bronze Award from the governor, noting it was the only one given to a health program. The Vice-Mayor recognized Fielding Rolston's contribution to the schools over the last thirty plus years as well. Lastly he thanked Mr. Fleming for his efforts in working with the legislature this past year. Mayor Clark thanked the Boys and Girls Club and Keep Kingsport Beautiful for all of their efforts in Kingsport. He also mentioned the Progress Edition insert that was in the Times News last week, noting there was lots of information in it and encouraged folks to check it out.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:42 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Ratifying the Acceptance and Appropriation of Grant Funds to the Kingsport Farmers Market by the Sullivan County Regional Health Department

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

Action Form No.: AF-58-2018
 Work Session: April 16, 2018
 First Reading: April 17, 2018

Final Adoption: May 1, 2018
 Staff Work By: Sid Cox / Kristie Leonard
 Presentation By: Chris McCart / Sid Cox

Recommendation:

Approve the Ordinance.

Executive Summary:

At the February 6, 2018 Business Session, the BMA approved the application and acceptance of funds for the Kingsport Farmers Market to become a SNAP (Supplemental Nutrition Assistance Program) participant, through federal funding provided by the USDA. This program makes the Kingsport Farmers Market more accessible to citizens with lower incomes and assists low-income individuals and families purchase food they need for good health.

To complement and enhance this effort, the Sullivan County Regional Health Department is providing \$1,800 in funds through a Chronic Disease CDC 1305 Grant, as SNAP Matching Dollar Funds. This grant will provide dollar-for-dollar matching funds for those using their SNAP Benefits to purchase fresh fruits, vegetables and other eligible food items at the Kingsport Farmers Market.

Attachments:

1. Ordinance
2. Sullivan County Regional Health Department Grant Guidelines

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE FARMERS MARKET SNAP PROJECT FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Sullivan County Regional Health Department in the amount of \$1,800 to the Farmers Market SNAP project (NC1811). Sullivan County Regional Health Department is providing \$1,800 for SNAP matching dollars as part of the Chronic Disease CDC 1305 Grant administered by the Sullivan County Regional Health Department.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: Gen Projects-Special Rev Fund			
Farmers Market SNAP Project (NC1811)			
Revenues:	\$	\$	\$
111-0000-332.61-50 CDC 1305 Grant FM SNAP	0	1,800	1,800
Totals:	0	1,800	1,800
Expenditures:	\$	\$	\$
111-0000-601.40-32 SNAP Token Grant Exp	0	1,800	1,800
Totals:	0	1,800	1,800

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



Sullivan County Regional Health Department

The Road to Good Public Health

P.O. Box 630, Blountville, TN 37617 / 1041 E. Sullivan Street, Kingsport, TN 37660

Phone: 423-279-2777
Blountville Fax: 423-279-2797
Kingsport Fax: 423-224-1640

Chronic Disease CDC 1305 Grant (Sullivan County Regional Health Department)

Farmer's Market SNAP Matching Dollar funds

Recipient: Kingsport Farmer's Market

Amount: \$1,800

Guideline Description

- Match dollar for dollar for SNAP participants to purchase fresh fruits and vegetables
- Possibly match up to \$5.00, \$7.00, or \$10.00 per visit (your choice) until the end of the season or the end of the available funding
- Allocate funds to advertise (Matching dollars) to SNAP participants
- Encourage SNAP participants to utilize matching dollars



AGENDA ACTION FORM

Amending City Code Authorizing the City Manager, or Designee to Execute All Right-of-Way Permits with TDOT Allowing the City to Perform Work within State Right-of-Ways

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

Action Form No.: AF-50-2018
 Work Session: April 2, 2018
 First Reading: April 3, 2018

Final Adoption: April 17, 2018
 Staff Work By: Tim Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

The city often performs work for projects within state highway right-of-ways, and by doing so, TDOT grants a permit for the use of state property. This permit covers work where the improvements on TDOT right-of-way include, but is not limited to, grading, sidewalk installation, signal/intersection upgrades or roadway modifications. Currently these permits are individually processed as agenda items for BMA approval and authorization for the Mayor to execute the documents.

It is requested to amend Kingsport City Code of Ordinances Sec. 2-606 Execution of contracts and purchase orders by adding the following paragraph –

Sec. 2-606 (f) The city manager, or designee is authorized to execute, in a form approved by the city attorney, and attested by the city recorder, all right-of-way permits with the Tennessee Department of Transportation allowing the city to perform work on state right-of-ways.

Attachments:

1. Ordinance
2. Right-of-Way Permit (6 pages)

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 2-606 RELATING
TO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE RIGHT-OF-WAY PERMITS WITH THE TENNESSEE
DEPARTMENT OF TRANSPORTATION AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 2-606 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to include a new subsection (e) and re-lettering the current subsection (e) as subsection (f), said new subsection (e) to read as follows:

The city manager, or designee, is authorized to execute, in a form approved by the city attorney, and attested by the city recorder, all right-of-way permits with the Tennessee Department of Transportation allowing the city to perform work on state right-of-ways.

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.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

**TENNESSEE DEPARTMENT OF TRANSPORTATION
PERMIT TO STATE AGENCY OR LOCAL GOVERNMENT
FOR PROJECT WITHIN HIGHWAY RIGHT-OF-WAY**

The State of Tennessee, Tennessee Department of Transportation ("TDOT"), hereby grants this special permit for the use of State property under the following terms and conditions:

PERMITTEE:

[Name and address of State Agency or Local Government seeking to work in ROW]

[NAME & phone # of contact person]

AUTHORIZED USE:

[Written description of work to be performed in ROW. Must include sufficient detail, not just "Grading" or "landscaping"]

LOCATION OF PREMISES:

[Identify location of proposed work and include as "Attachment A" a detailed plan of the location indicating work to be done]

EFFECTIVE DATES OF PERMIT:

[List dates for beginning and ending of work]

STANDARD TERMS AND CONDITIONS

1. A. PERMITTEE shall assume all liability for claims arising out of conduct on the part of the PERMITTEE for which it would be liable under either the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq., if a State of Tennessee entity, or the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, if a local government entity,

for up to the limits for which it can be held liable for such conduct under the applicable act, arising from its use of the Premises.

- B. In addition, PERMITTEE shall require that any contractor of PERMITTEE that performs any work on the State's property, including any installation, maintenance, or operation of the authorized use, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work and shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
2. Prior to commencing the work authorized herein, PERMITTEE shall obtain any other permits or approvals required by federal, state or local laws, and shall notify any utility company affected by this project. PERMITTEE shall be financially responsible for any relocation or replacement of such utilities.
 3. Prior to commencing the work authorized herein, PERMITTEE shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
 4. Access to the Premises shall only be at those points that have been previously approved by TDOT. Equipment and vehicles shall be confined to unpaved portions of the Premises.
 5. A. PERMITTEE shall not cut any tree or similar vegetation that has a trunk over four inches in diameter. OR
A. PERMITTEE may only cut trees or similar vegetation within the area designated as "To Be Cleared of Vegetation" on the plans that are

Attachment A hereto [If clear cutting of vegetation is to be allowed, use second option]

- B. PERMITTEE shall not cut any flowering trees regardless of size [except in areas designated on the plans for clear cutting of vegetation].
6. All work on the premises shall be performed in compliance with current TDOT Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings, in addition to applicable federal, state and local law and regulations.
 7. PERMITTEE must obtain prior, written approval from TDOT before deviating from the scope of the project or the manner of its construction as described in this permit, including Attachment A.
 8. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways adjoining the Premises. PERMITTEE is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order PERMITTEE to stop work until proper traffic control is put in place.
 9. While the project is underway, TDOT may conduct inspections to insure compliance with this Permit. Upon completion of the project, PERMITTEE shall notify TDOT so that the project may be inspected and approved by TDOT.
 10. PERMITTEE shall be liable for any damage to state property resulting from the subject work, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction,

TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

11. PERMITTEE shall keep all debris, soil, refuse or waste of any kind associated with the project from accumulating within the highway right-of-way. [PERMITTEE shall pay TDOT \$ _____ per cubic yard for usable materials removed from the Premises.] *Include this last sentence only if applicable.*
12. PERMITTEE does hereby covenant and agree that in the event the Permit is for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-Aid Highway Program, the PERMITTEE shall comply with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
13. Nothing in this Permit shall be construed to limit TDOT's right to enter the Premises at any time.
14. If the PERMITTEE fails to comply with any of the foregoing conditions, TDOT shall have the right to revoke this permit, and require the immediate vacation of the Premises by the PERMITTEE. In the event of revocation, PERMITTEE must restore the Premises to its original condition. If PERMITTEE fails to do so within a reasonable time after revocation, TDOT may restore the Premises at the expense of the PERMITTEE.
15. This permit is non-transferable.
16. This permit shall not be construed as a conveyance of any interest in real property.

17. All notices required to be given to TDOT under this Permit shall be sent to:

[Insert name, address, phone and fax number of TDOT employee monitoring this project]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this agreement.

**STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF TRANSPORTATION**

BY: _____
REGIONAL ENGINEERING DIRECTOR DATE

APPROVED AS TO FORM:

REGIONAL ATTORNEY DATE

PERMITTEE:

[INSERT NAME OF STATE AGENCY OR LOCAL GOVERNMENT PERMITTEE]

BY: _____
DATE

TITLE: _____

CONTRACTOR:
[INSERT NAME OF CONTRACTOR]

BY: _____
(to be signed only when bond and/or certificate
of general liability insurance is furnished by
Contractor) By signing this Permit, Contractor
agrees to be bound by the terms and conditions
herein.

DATE

TITLE: _____



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY18

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

Action Form No.: AF-52-2018
 Work Session: April 2, 2018
 First Reading: April 3, 2018

Final Adoption: April 17, 2018
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will transfer \$8,010 to the Minor Intersection Improvements project to begin the Granby/Williams Intersection improvements. A transfer of \$63,000 will be made to the Carousel Park project to fund the irrigation and concrete for the park. Old projects are being closed out and the funds transferred to newer projects as follows: The Facilities Improvements funding in the amount of \$7,609 will be transferred to the newer facilities improvement project, the Preston Park Improvements funding in the amount of \$6,362 will be transferred to the newer Preston Park Improvement Project and \$16,698 will be transferred to the Street Resurfacing projects. The projects that will be closed are GP1624, GP1515, GP1208, GP1520, GP1531, GP1603, GP1743, GP1729, GP1532, NC1607, and DL1700.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2018; 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 budgets be amended by transferring \$73,685 from the General Project project (GP1624) in the amount of \$53,581 to the Carousel Park project (GP1734) and \$20,104 to the General Projects project (GP1750), \$9,919 from the Land Acquisitions project to the Carousel Park project (GP1734), \$1,370 from the 2011 GO Road Design project (GP1208) and \$6,640 from the Sidewalk Improvements project (GP1520) to the Minor Intersection Imp project (GP1848) for a total of \$8,010, \$7,609 from the Facilities Improvement project (GP1531) to the Facilities Improvement project (GP1803), \$116 from the Ladder Truck Equipment project (GP1603) to the Fire Apparatus Equipment (GP1719), \$385 from the Traffic Signal Cabinet project (GP1743) to the PK Land Acq General Shale project (GP1827), \$5,824 from the Brickyard Park Shade Stru project (GP1729) to the General Park Improvements project (GP1816), \$6,362 from the Preston Forest Park Imp project (GP1532) to the Preston Forest PK Imp project (GP1819), and by adding \$658 to the Centennial/Downtown Parks project (GP1627).

SECTION II. That the Special Projects Fund budget be amended by transferring \$20 from the Lynn View Cm Ctr Funfest project (NC1607) to the Lynn View Cm Ctr Funfest project (NC1810).

SECTION III. That the Solid Waste Project Fund budget be amended by transferring \$26,740 from the Solid Waste Equipment project (DL1700) to the Replacement Vehicles line in the Fleet Fund in the amount of \$10,042 and to the Streets Resurfacing project (NC1800) in the Special Projects Fund in the amount of \$16,698.

SECTION IV. That the General Fund budget be amended by adding \$5,070 to the Miscellaneous Training Fees line and adjusting the Police Training budget accordingly.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>General Project (GP1624)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	73,685	(73,685)	0
<u>Totals:</u>	73,685	(73,685)	0
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	24,406	(24,406)	0
311-0000-601.20-22 Construction Contracts	20,000	(20,000)	0
311-0000-601.20-23 Arch/Eng/Landscaping Ser	15,000	(15,000)	0
311-0000-601.90-06 Purchases \$5,000 & Over	14,279	(14,279)	0
<u>Totals:</u>	73,685	(73,685)	0

Fund 311: General Project Fund
Land Acquisitions (GP1515)

Revenues:

311-0000-368.10-47 2014 A Go Bonds
 311-0000-368.21-01 Premium from Bond Sale

Totals:

\$	\$	\$
9,419	(9,419)	0
1,442	0	1,442
10,861	(9,419)	1,442

Expenditures:

311-0000-601.40-41 Bond Sale Expense
 311-0000-601.90-01 Land

Totals:

\$	\$	\$
1,442	0	1,442
9,419	(9,419)	0
10,861	(9,419)	1,442

Fund 311: General Project Fund
Carousel Park (GP1734)

Revenues:

311-0000-368.10-47 2014 A Go Bonds
 311-0000-368.10-54 Series 2016 GO (Nov 4)
 311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
0	9,419	9,419
300,000	0	300,000
0	53,581	53,581
300,000	63,000	363,000

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
300,000	63,000	363,000
300,000	63,000	363,000

Fund 311: General Project Fund
General Projects (GP1750)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
896,873	20,104	916,977
896,873	20,104	916,977

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
896,873	20,104	916,977
896,873	20,104	916,977

Fund 311: General Project Fund
2011 GO Road Design (GP1208)

Revenues:

311-0000-368.10-40 Series 2011 GO Pub Imp
 311-0000-368.21-01 Premium from Bond Sale

Totals:

\$	\$	\$
324,170	(1,370)	322,800
12,238	0	12,238
336,408	(1,370)	335,038

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Ser
 311-0000-601.40-41 Bond Sale Expense
 311-0000-601.90-01 Land

Totals:

\$	\$	\$
314,335	(1,370)	312,965
20,948	0	20,948
1,125	0	1,125
336,408	(1,370)	335,038

Fund 311: General Project Fund
Sidewalk Improvements (GP1520)

Revenues:

311-0000-364.20-00 From Corporations	\$ 31,793	\$ (6,640)	\$ 25,153
311-0000-368.10-47 2014 A Go Bonds	47,895	0	47,895
311-0000-368.21-01 Premium from Bond Sale	19,149	0	19,149
Totals:	98,837	(6,640)	92,197

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Ser	\$ 6,279	\$ 0	\$ 6,279
311-0000-601.40-41 Bond Sale Expense	4,119	0	4,119
311-0000-601.90-01 Land	39,396	0	39,396
311-0000-601.90-03 Improvements	49,043	(6,640)	42,403
Totals:	98,837	(6,640)	92,197

Fund 311: General Project Fund
Minor Intersection Improvements (GP1848)

Revenues:

311-0000-364.20-00 From Corporations	\$ 0	\$ 6,640	\$ 6,640
311-0000-368.10-40 Series 2011 GO Pub Imp	0	1,370	1,370
Totals:	0	8,010	8,010

Expenditures:

311-0000-601.90-01 Land	\$ 0	\$ 8,010	\$ 8,010
Totals:	0	8,010	8,010

Fund 311: General Project Fund
Facilities Improvements (GP1531)

Revenues:

311-0000-368.10-41 Series 2012 C GO Pub Imp	\$ 20,000	\$ 0	\$ 20,000
311-0000-391.01-00 From General Fund	106,499	(7,609)	98,890
Totals:	126,499	(7,609)	118,890

Expenditures:

311-0000-601.20-22 Construction Contracts	\$ 6,000	\$ (357)	\$ 5,643
311-0000-601.90-03 Improvements	120,499	(49,760)	70,739
311-0000-601.90-06 Purchases \$5,000 & Over	0	42,508	42,508
Totals:	126,499	(7,609)	118,890

Fund 311: General Project Fund
Facilities Improvement (GP1803)

Revenues:

311-0000-368.10-55 Series 2017 A GO Bonds
 311-0000-368.21-01 Premium from Bond Sale
 311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
634,141	0	634,141
28,982	0	28,982
0	7,609	7,609
663,123	7,609	670,732

Expenditures:

311-0000-601.40-41 Bond Sale Expense
 311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
8,623	0	8,623
654,500	7,609	662,109
663,123	7,609	670,732

Fund 311: General Project Fund
Ladder Truck Equipment (GP1603)

Revenues:

311-0000-368.10-51 Series 2015 A (Oct) GO PI
 311-0000-368.21-01 Premium from Bond Sale

Totals:

\$	\$	\$
98,447	(116)	98,331
3,427	0	3,427
101,874	(116)	101,758

Expenditures:

311-0000-601.40-41 Bond Sale Expense
 311-0000-601.90-01 Land
 311-0000-601.90-03 Improvements

Totals:

\$	\$	\$
1,874	0	1,874
25,000	(1,433)	23,567
75,000	1,317	76,317
101,874	(116)	101,758

Fund 311: General Project Fund
Fire Apparatus Equipment (GP1719)

Revenues:

311-0000-364.20-00 From Corporations
 311-0000-368.10-47 2014 A Go Bonds
 311-0000-368.10-51 Series 2015 A (Oct) GO PI
 311-0000-368.10-54 Series 2016 GO (Nov 4)
 311-0000-368.21-01 Premium from Bond Sale
 311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
14,400	0	14,400
65,352	0	65,352
0	116	116
79,327	0	79,327
6,575	0	6,575
9,223	0	9,223
174,877	116	174,993

Expenditures:

311-0000-601.40-41 Bond Sale Expense
 311-0000-601.90-04 Equipment
 311-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
902	0	902
25,000	0	25,000
148,975	116	149,091
174,877	116	174,993

Fund 311: General Project Fund
Traffic Signal Cabinet (GP1743)

Revenues:

311-0000-368.10-54 Series 2016 GO (Nov 4)

311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
485	0	485
74,515	(385)	74,130
75,000	(385)	74,615

Expenditures:

311-0000-601.30-20 Operating Supplies & Tool

311-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
7,300	(85)	7,215
67,700	(300)	67,400
75,000	(385)	74,615

Fund 311: General Project Fund
Pk Land Acq General Shale (GP1827)

Revenues:

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-368.21-01 Premium from Bond Sale

311-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
968,894	0	968,894
44,281	0	44,281
0	385	385
1,013,175	385	1,013,560

Expenditures:

311-0000-601.40-41 Bond Sale Expense

311-0000-601.90-01 Land

Totals:

\$	\$	\$
13,175	0	13,175
1,000,000	385	1,000,385
1,013,175	385	1,013,560

Fund 311: General Project Fund
Brickyard Park Shade Stru (GP1729)

Revenues:

311-0000-391.69-00 Visitors Enhancement Fund

Totals:

\$	\$	\$
53,085	(5,824)	47,261
53,085	(5,824)	47,261

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Ser

311-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
0	1,376	1,376
53,085	(7,200)	45,885
53,085	(5,824)	47,261

Fund 311: General Project Fund
General Park Improvements (GP1816)

Revenues:

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-368.21-01 Premium from Bond Sale

311-0000-391.69-00 Visitors Enhancement Fund

Totals:

\$	\$	\$
48,445	0	48,445
2,214	0	2,214
0	5,824	5,824
50,659	5,824	56,483

Expenditures:

311-0000-601.40-41 Bond Sale Expense

\$	\$	\$
659	0	659

311-0000-601.90-03 Improvements	50,000	5,824	55,824
Totals:	50,659	5,824	56,483

Fund 311: General Project Fund
Preston Forest Park Imp (GP1532)

Revenues:	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	15,000	(6,362)	8,638
311-0000-368.10-46 2013 B GO Pub Imp	25,000	0	25,000
Totals:	40,000	(6,362)	33,638

Expenditures:	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Ser	0	2,822	2,822
311-0000-601.90-03 Improvements	40,000	(9,184)	30,816
Totals:	40,000	(6,362)	33,638

Fund 311: General Project Fund
Preston Forest Pk Imp (GP1819)

Revenues:	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	0	6,362	6,362
311-0000-368.10-55 Series 2017 A GO Bonds	33,911	0	33,911
311-0000-368.21-01 Premium from Bond Sale	1,550	0	1,550
Totals:	35,461	6,362	41,823

Expenditures:	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	461	0	461
311-0000-601.90-03 Improvements	35,000	6,362	41,362
Totals:	35,461	6,362	41,823

Fund 311: General Project Fund
Centennial/Downtown Parks (GP1627)

Revenues:	\$	\$	\$
311-0000-364.10-00 Contributions/Individuals	650	0	650
311-0000-364.56-21 East Tenn Foundation	664,045	658	664,703
311-0000-368.10-47 2014 A GO Bonds	126,266	0	126,266
311-0000-368.10-54 Series 2016 GO (Nov 4)	26,643	0	26,643
311-0000-368.21-01 Premium from Bond Sale	27,074	0	27,074
311-0000-391.01-00 From General Fund	876,200	0	876,200
Totals:	1,720,878	658	1,721,536

Expenditures:	\$	\$	\$
311-0000-601.20-22 Construction Contracts	227	0	227
311-0000-601.20-23 Arch/Eng/Landscaping Ser	77,315	0	77,315
311-0000-601.20-95 Public Art Contracts	25,000	0	25,000
311-0000-601.40-41 Bond Sale Expense	3,717	0	3,717
311-0000-601.90-01 Land	31,000	658	31,658
311-0000-601.90-03 Improvements	1,554,619	0	1,554,619
311-0000-601.90-06 Purchases \$5,000 & Over	29,000	0	29,000
Totals:	1,720,878	658	1,721,536

Fund 111: Special Project Fund
Lynn View Cm Ctr FunFest (NC1607)

Revenues:

111-0000-364.20-00 From Corporations

Totals:

\$	\$	\$
1,256	(20)	1,236
1,256	(20)	1,236

Expenditures:

111-0000-601.30-20 Operating Supplies & Tool

Totals:

\$	\$	\$
1,256	(20)	1,236
1,256	(20)	1,236

Fund 111: Special Project Fund
Lynn View Cm Ctr FunFest (NC1810)

Revenues:

111-0000-364.20-00 From Corporations

Totals:

\$	\$	\$
0	20	20
0	20	20

Expenditures:

111-0000-601.30-20 Operating Supplies & Tool

Totals:

\$	\$	\$
0	20	20
0	20	20

Fund 111: Special Project Fund
Street Resurfacing (NC1800)

Revenues:

111-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
1,434,000	16,698	1,450,698
1,434,000	16,698	1,450,698

Expenditures:

111-0000-601.20-22 Construction Contracts

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

Totals:

\$	\$	\$
1,434,000	0	1,434,000
0	16,698	16,698
1,434,000	16,698	1,450,698

Fund 455: Solid Waste Project Fund
Solid Waste Equipment (DL1700)

Revenues:

455-0000-391.13-00 From Solidwaste Mgt Fund

Totals:

\$	\$	\$
300,000	(26,740)	273,260
300,000	(26,740)	273,260

Expenditures:

455-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
300,000	(26,740)	273,260
300,000	(26,740)	273,260

Fund 415: Solid Waste Fund

Revenues:

415-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
1,934,100	(26,740)	1,907,360
1,934,100	(26,740)	1,907,360

<u>Expenditures:</u>	\$	\$	\$
415-6996-696.76-03 Solid Waste Project Fund	0	(26,740)	(26,740)
Totals:	0	(26,740)	(26,740)

Fund 511 Fleet Fund

<u>Revenues:</u>	\$	\$	\$
511-0000-391.01-00 From General Fund	0	10,042	10,042
Totals:	0	10,042	10,042

<u>Expenditures:</u>	\$	\$	\$
511-5008-501.90-10 Replacement Vehicles	5,528,845	10,042	5,538,887
Totals:	5,528,845	10,042	5,538,887

Fund 110: General Fund

<u>Expenditures:</u>	\$	\$	\$
110-4804-481.70-22 To Solid Waste Mgmt Fund	1,934,100	(26,740)	1,907,360
110-4804-481.70-35 To Gen Proj-Special Rev	1,495,283	16,698	1,511,981
110-4804-481.70-51 Fleet Maintenance	0	10,042	10,042
Totals:	3,429,383	0	3,429,383

Fund 110: General Fund

<u>Revenues:</u>	\$	\$	\$
110-0000-368.33-00 Training Fees	0	5,070	5,070
Totals:	0	5,070	5,070

<u>Expenditures:</u>	\$	\$	\$
110-3003-441.20-41 Registration Fees/Tuition	50,000	5,070	55,070
Totals:	50,000	5,070	55,070

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Enter into a Contractual Agreement, TDOT Project No: 825307-S3-022 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses

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

Action Form No.: AF-53-2018
 Work Session: April 16, 2018
 First Reading: N/A

Final Adoption: April 17, 2018
 Staff Work By: Chris Campbell
 Presentation By: Chris Campbell

Recommendation:

Approve the Resolution.

Executive Summary:

When purchasing Capital equipment for KATS, the City of Kingsport enters into a contractual agreement with the Tennessee Department of Transportation (TDOT) for reimbursement. This contract provides funding for Capital expenditures to purchase two mini-buses and two ADA/Paratransit vans. The purpose of this action is to extend the End Date of the original TDOT contract in order to be reimbursed for expenses.

Capital Assistance (83%) Federal; (8.5%) Local; (8.5%) State	Local	State	Federal	Total
Purchase (2) min-buses w/ramps	27,625	27,625	269,750	325,000
Purchase (2) vans w/lifts	10,625	10,625	103,750	125,000
Total	38,250	38,250	373,500	450,000

The local funding for this project is in FTA Grant Number TN-90-X397 and has been approved in the City Budget.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *af*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION, TDOT PROJECT NUMBER 825307-S3-022, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in June, 2016, the board approved a contract with the Tennessee Department of Transportation (TDOT) for the reimbursement of capital expenditures, which provided the funds to purchase two replacement mini-buses and two replacement ADA/Paratransit vans; and

WHEREAS, the 2016 TDOT contract expired April 30, 2017, before the vehicles could be manufactured and delivered; and

WHEREAS, TDOT has authorized and issued a new contract that ends on December 31, 2019; and

WHEREAS, the total amount of this contract is \$450,000.00, with a local match of \$38,250.00 which is available in FTA 397.

Now therefore,

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

SECTION I. That a new grant contract with the Tennessee Department of Transportation for TDOT Project Number 825307-S3-022, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation for TDOT Project Number 825307-S3-022 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the contract or this resolution, said contract being as follows:

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of Capital Assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall provide services and deliverables as described in their 49 U.S.C.

§ 5307 Program application submitted to and as approved by the Federal Transit Administration (FTA).

A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions", to provide funds to urbanized areas for transit capital and for transportation-related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions".

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

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

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

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

c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions".

B. TERM OF CONTRACT:

This Grant Contract shall be effective on February 1, 2016 ("Effective Date") and extend for a period of Forty-seven (47) 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-eight Thousand, Two Hundred and Fifty Dollars and No Cents (\$38,250.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

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

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

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

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).

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

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

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

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy

Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

The State:

Alaire Gage, Program Monitor 1
Tennessee Department of Transportation
Multimodal Transportation Resource Division
505 Deaderick Street
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243
Alaire.gage@tn.gov
Telephone # (615) 313-3192
FAX # (615) 253-1482

The Grantee:

Gary Taylor, Transit Manager
Kingsport Area Transit Service
City of Kingsport
109 Clay Street
Kingsport, Tennessee 37660
garytaylor@kingsporttn.gov
Telephone Number: (423) 224-2612
FAX Number: (423) 224-2615

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

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

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

special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

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

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

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

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

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

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

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

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 C.F.R. § 200.425. Audit reports shall be made available to the public.

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive,

exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

D.26. Reserved.

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

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record

searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

b. of this certification; and

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

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

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. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

preceding fiscal year it received:

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

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

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

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

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

i. Salary and bonus.

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

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

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

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

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

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

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.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.

E.7. T.C.A. Section 13-10-107 Compliance.

1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.8. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.9. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to

the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.10. The Grantee agrees:

(a) To use the equipment acquired under this Grant only for the purposes and the manner set forth in their application.

(b) At the beginning of each calendar year, the Grantee shall certify that the equipment received under this Grant is still being used in accordance with the terms and provisions of this agreement.

(c) To pay all fees on the equipment acquired through this Grant, including but not limited to, title and registration fees.

(d) To be responsible for all costs and expenses related to the operation, maintenance, and repair of the equipment acquired through this Grant Agreement.

(e) To provide licensed drivers, as required by the Tennessee Department of Safety, for operation of all equipment received under this Grant.

(f) To carry insurance on vehicles, equipment, and facilities to cover the federal interest and state interest in the asset.

a. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), the following insurance coverage is required:

a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.

b) Bodily injury or death of all persons in any one accident, occurrence or act at minimum of \$700,000.00 per accident.

c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

b. If the Grantee is not covered by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), then the following insurance coverage is required:

a) Personal Injury Liability at a minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

b) Property Damage Liability at a minimum of \$300,000.00 per incident.

c) Comprehensive Coverage with a maximum deductible of \$500.00.

d) Collision Coverage with a maximum deductible of \$500.00.

e) Uninsured Motorist Coverage with a minimum of \$50,000.00 per person and \$100,000.00 per incident.

c. Additionally, the Grantee shall comply with provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 USC 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the vehicle is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the equipment is delivered to the Grantee and annually on the anniversary date of the delivery of the equipment. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of equipment.

(g) That any vehicles received under this Grant will comply with the Motor Vehicle Safety Standards as established by the United States Department of Transportation.

(h) That any vehicles received under this Grant shall be used for not less than the useful life. The useful life of all vehicles purchased under the Grant is as listed in the document filed with the Federal Transit Administration (FTA). Upon reaching the expiration of the useful life of the equipment, the State may ask the Grantee to provide written notice to the State.

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.12. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. 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.

[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 contract set out herein that do not substantially alter the material provisions of the contract, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 17th day of April, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Inter-Local Agreement Renewal with the Kingsport ECD

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

Action Form No.: AF-56-2018
 Work Session: April 16, 2018
 First Reading: N/A

Final Adoption: April 17, 2018
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

In 2012, an Inter-Local Cooperation Agreement was made between the City of Kingsport, Kingsport Emergency Communications District (KECD), and the Sullivan County Emergency Communications District (SCECD) to jointly acquire a "call processing solution to manage and communicate situation details and instructions to groups of specific selected individuals by telephone." In the years past, the solution has been administered by different companies (i.e. Reverse 911, Cassidian, etc), but is now managed by Vesta Alerting Communicator NXT. In addition to the administrator name change, leadership changes have occurred recently in the Sullivan County ECD which require updating.

The Agreement allows the three entities to equally divide the total cost of \$27,000 for the processing solution. Each of the entities will "hold an undivided one-third (1/3) interest in the....call processing solution acquired, deployed and maintained pursuant to the Agreement." The Agreement may be terminated upon the mutual agreement of all entities. The term of the Agreement is five (5) years, unless terminated sooner.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *df*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTER-LOCAL COOPERATION AGREEMENT WITH THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, THE EMERGENCY COMMUNICATIONS DISTRICT OF SULLIVAN COUNTY, TENNESSEE AND THE CITY OF KINGSPORT FOR THE JOINT ACQUISITION DEPLOYMENT AND MAINTENANCE OF THE VESTA ALERTING NXT SOLUTION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, since 2012, the city has had an interlocal cooperation agreement with the Emergency Communications District of the City of Kingsport and the Emergency Communications District of Sullivan County, Tennessee to jointly acquire a call processing solution to manage and communicate situation details and instructions to groups of specific selected individuals by telephone; and

WHEREAS, the Interlocal Cooperation Agreement is up for renewal this year, the company has changed its name and there were leadership changes in the Sullivan County Emergency Communications District, requiring a new Interlocal Cooperation Agreement be executed; and

WHEREAS, each of the entities will hold an undivided one-third (1/3) interest in the Vesta Alerting Communicator NXT, and the agreement may be terminated upon the mutual agreement of all entities; and

WHEREAS, the term of the agreement is five (5) years;

WHEREAS, the agreement allows the three entities to equally divide the total cost of \$27,000 for the processing solution, the city's portion coming from account number 110 4043 462 3020.

Now therefore,

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

SECTION I. That the Interlocal Cooperation Agreement for the Joint Acquisition, Deployment and Maintenance of the Vesta Alerting NXT Solution with Emergency Communications District of Sullivan County, Tennessee is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Interlocal Cooperation Agreement for the Joint Acquisition, Deployment and Maintenance of the Vesta Alerting NXT Solution with Emergency Communications District of Sullivan County, Tennessee and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT BY AND AMONG THE CITY OF KINGSPORT TENNESSEE
AND
THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT,
TENNESSEE
AND
THE EMERGENCY COMMUNICATIONS DISTRICT OF SULLIVAN COUNTY, TENNESSEE
INTER-LOCAL COOPERATION AGREEMENT
FOR THE JOINT ACQUISITION, DEPLOYMENT AND MAINTENANCE OF
THE VESTA ALERTING NXT SOLUTION
TO SERVE THE USERS OF THE PARTICIPATING
JURISDICTIONS

WHEREAS, each participating jurisdiction is a municipality and public corporation created by its Charter or pursuant to *Tenn. Code Ann. §§7-86-101 et seq.* being the EMERGENCY COMMUNICATIONS DISTRICT ACT; and,

WHEREAS, the City of Kingsport pursuant to the provisions of *Tenn. Code Ann. §12-9-108*, of the INTER-LOCAL COOPERATION ACT, and each participating District pursuant to *Tenn. Code Ann. §§7-86-106(b)(6)* of the EMERGENCY COMMUNICATIONS DISTRICT ACT, is authorized to enter into Inter-local Cooperation Agreements; and,

WHEREAS, the Parties hereto desire to avail themselves of the authority conferred by these laws. Now therefore, be it remembered that,

THIS AGREEMENT is made and entered into among and between the City of Kingsport, Tennessee; the Emergency Communications District of the City of Kingsport, Tennessee, and the Emergency Communications District of Sullivan County, Tennessee, pursuant to their statutory and corporate powers

1. PURPOSE. This Agreement shall be for the purpose of jointly acquiring, deploying and maintaining a VESTA ALERTING COMMUNICATOR NXT call processing solution to manage and communicate situation details and instructions to groups of specific selected individuals by telephone.

2. NO SEPARATE ENTITY CREATED. This Agreement creates no Joint Board and no separate legal entity.

3. RATIFICATION OF PRIOR ACTIONS. "Ratification," as used in this section, means the act of approving the prior selection of the VESTA ALERTING COMMUNICATOR NXT call processing solution to replace the obsolete REVERSE 911 public safety communications system for which the developer has withdrawn support. Each of the Parties agree, and hereby ratify and affirm said selection in its entirety so as to make it binding on each of the Parties as if it had been fully performed by their individual governing boards.

4. SCOPE OF PROJECT. Each of the Parties agrees to jointly acquire, deploy and maintain a VESTA ALERTING COMMUNICATOR NXT call processing solution as an upgrade to the existing REVERSE 911 system.

5. FUNDING. Each of the Parties agrees to equally divide the total estimated cost of approximately Twenty-seven Thousand and 00/100's Dollars (\$27,000.00) to acquire and deploy the VESTA ALERTING COMMUNICATOR NXT call processing solution; and, the reasonably necessary cost thereafter to maintain the VESTA ALERTING COMMUNICATOR NXT call processing solution.

6. METHOD OF PAYMENT. Pursuant to Paragraph 5 herein, the City of Kingsport, Tennessee, and the Emergency Communications District of Sullivan County, Tennessee, agree to pay to the Emergency Communications District of the City of Kingsport, Tennessee, their respective one-third (1/3) share of the total estimated cost of acquiring and deploying the VESTA ALERTING COMMUNICATOR NXT call processing solution, estimated not to exceed the sum of Nine Thousand and 00/100's Dollars (\$9,000.00) each, upon the deployment of the VESTA ALERTING COMMUNICATOR NXT call processing solution; and, any reasonably necessary cost thereafter to maintain the VESTA ALERTING COMMUNICATOR NXT call processing solution, upon the presentation of an invoice satisfactory to the Parties.

7. OWNERSHIP. The Parties shall each hold an undivided one-third (1/3) interest in the VESTA ALERTING COMMUNICATOR NXT call processing solution acquired, deployed and maintained pursuant to this agreement.

8. DURATION OF THIS AGREEMENT. This Agreement shall be effective on the date of the last signature affixed hereto and shall remain in effect during the expected service life of the VESTA ALERTING COMMUNICATOR NXT call processing solution acquired, deployed and maintained pursuant to this agreement, which is estimated to be Five (5) years, unless sooner terminated by the Parties as provided herein.

9. TERMINATION. This Agreement in whole may be terminated upon mutual agreement of the Parties. No Party terminating its participation shall be entitled to any *pro rata* refund of its original payment.

10. CONTINUING REPRESENTATIONS. By their signature hereon, the representative of each of the Parties, personally certifies that they have been authorized by any and all required action of their respective governing bodies to affix their signature binding that Party to this Inter-local Agreement.

11. ENTIRE AGREEMENT. This Agreement sets forth all terms and conditions agreed upon by the Parties and supercedes any and all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

IN WITNESS WHEREOF, the Parties have executed this agreement by their duly authorized representative.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of April, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Award the Bid for Johnson Elementary School Roof Replacement to Davis Brothers Roofing, Inc.

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

Action Form No.: AF-57-2018
 Work Session: April 16, 2018
 First Reading: N/A

Final Adoption: April 17, 2018
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

City of Kingsport for its Kingsport City Schools opened bids on March 27, 2018 for the Roof Replacement at Andrew Johnson Elementary. The advertisement for the Invitation to Bid was published in the Kingsport Times News and the City of Kingsport website on Wednesday, February 14, 2018. Four bids were received which included pricing for two deduct alternates and ranged from \$599,400 to \$760,000. The low bid was received from Davis Brothers Roofing, Inc. with a base bid of \$599,400, Deduct Alternate one - \$51,000 (Delete New Roof in Areas D & E, provide repairs only), and Deduct Alternate two - \$24,000 (Delete New Roof in areas G & H, provide replacement of curb flashing at mechanical unit in area H only). The recommendation made by the project Architect – James F. Wright, is to accept the base bid submitted by Davis Brothers Roofing, Inc., but not Deduct Alternates One and Two.

The Board of Education approved the recommendation to award the bid to Davis Brothers Roofing, Inc. on March 3, 2018. It is recommended that the Board of Mayor and Aldermen approve the resolution to award the bid for the Roof Replacement Project at Andrew Johnson Elementary School to Davis Brothers Roofing, Inc. in the amount of \$599,400 and establish a 6% contingency of \$35,964.

Funding for the project and for the Architect's Fee (\$19,500) is available in the FY2017 bond funds, in the amount of \$335,239 and in the FY2018 bond funds, in the amount of \$319,625. This will deplete the FY2017 bond fund account and will leave a balance in the FY2018 account of \$301,319. (GP1715 Acct# 311-0000-601-20.22 & GP1801 Acct# 311-0000-601-20.22).

Attachments:

1. Resolution
2. Bid Tab
3. Recommendation Letter

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE ANDREW JOHNSON ELEMENTARY SCHOOL ROOF REPLACEMENT PROJECT TO DAVIS BROTHERS ROOFING, 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 March 27, 2018, for the Roof Replacement at Andrew Johnson Elementary School project; and

WHEREAS, upon review of the bids, the board finds Davis Brothers Roofing, 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 roof replacement at Andrew Johnson Elementary School from Davis Brothers Roofing, Inc. at an estimated construction cost of \$599,400.00; and

WHEREAS, funding for the project is available in the FY2017 bond funds and in the FY2018 bond funds, (GP1715 Acct# 311-0000-601-20.22 & GP1801 Acct# 311-0000-601-20.22).

Now therefore,

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

SECTION I. That the bid for the Roof Replacement at Andrew Johnson Elementary School at an estimated cost of \$599,400.00, is awarded to Davis Brothers Roofing, 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 17th day of April, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
March 27, 2018
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Michelle Ramey, Assistant Procurement Manager/Schools; David Frye, Finance Director/Schools;
Jim Wright, Architect

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

The Procurement Manager opened with the following bids:

ROOF REPLACEMENT –ANDREW JOHNSON ELEMENTARY SCHOOL					
Vendor:	Base Bid:	Deduct Alt. #1:	Deduct Alt. #2:	Unit Prices	Comments:
Morristown Roofing	\$688,125.00	\$24,900.00	\$48,750.00	\$6.50, \$8.00, \$3.00, \$3.50	Completion time is 240 days
C.M. Henley DBA Rackley Company	\$760,000.00	\$25,075.00	\$40,580.00	\$6.00, \$15.00, \$2.75, \$3.00	Completion time is 150 days
Davis Brothers Roofing	\$599,400.00	\$51,000.00	\$24,000.00	\$8.00, \$8.00, \$4.00, \$2.00	Completion time is 120 days
Dixie Roofing	\$693,365.00	\$51,180.00	\$53,115.00	\$7.00, \$15.00, \$3.50, \$1.75	Completion time is 150 days

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

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, Chief Finance Officer- Kingsport City Schools

DATE: April 16, 2018

SUBJECT: Johnson Roof Replacement Project

Bids for the replacement of the Johnson Elementary roof were opened on March 27, 2018. There were four bids received. The bids ranged from \$599,400 to \$760,000. Attached is the bid tab form. Also attached is a recommendation from the architect, James Wright, to award the bid to Davis Brothers Construction.

The total project costs will be \$654,864. This includes the following:

Architect Fee	\$ 19,500
Construction Costs	599,400
6% Contingency	35,964

Funding for this project is available from the FY 2017 bond funds, in the amount of \$335,239 and from the FY 2018 bond funds, in the amount of \$319,625. This will deplete the FY 2107 bond fund account and will leave a balance in the FY 2018 account of \$301,319.

It is recommended that the Board of Education approve a motion to award the bid to Davis Brothers Roofing for \$599,400 and establish a 6% contingency of \$35,964.

JAMES F. WRIGHT • ARCHITECT
1332 Belmeade Drive
Kingsport Tennessee 37664

29 March 2018

Mrs. Michelle Ramey
Assistant Procurement Manager/Schools
City of Kingsport Schools
400 Clinchfield Street, Suite 200
Kingsport, Tennessee 37660

Re: **Roof Replacement**
Andrew Johnson Elementary School

Michelle:

After reviewing all bids, I recommend that the basic bid of \$599,400.00, as submitted by Davis Brothers Roofing be accepted for the referenced project upon receipt of an original copy of the Bid Bond.

Very truly yours,

A handwritten signature in dark ink, appearing to read "James F. Wright", written in a cursive style.

JAMES F. WRIGHT • ARCHITECT

cc: David Frye



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Cab/Chassis with Street Sweeper

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

Action Form No.: AF-64-2018
 Work Session: April 16, 2018
 First Reading: N/A

Final Adoption: April 17, 2018
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on March 28, 2018 for the purchase of one Cab/Chassis with Street Sweeper for use by Streets & Sanitation. The advertisement for the Invitation to Bid was published in the Kingsport Times News on March 11, 2018 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from Stringfellow, Inc. for one (1) 2019 International 4300 SBA 4x2 w/ Tymco 600 Regenerative Sweeper in the amount of \$227,037.00.

A lower dollar amount bid was received but is not being recommended for reasons outlined in the recommendation memo.

This unit is a Fleet addition.

Funding is identified in Project # GP1747 Account # 31100006019006.

Attachments:

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

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH STREET SWEEPER TO STRINGFELLOW, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 28, 2018, for the purchase of one (1) cab/chassis with street sweeper for the use at the streets and sanitation department; and

WHEREAS, upon review of the bids, the board finds Stringfellow, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase (1) 2019 International 4300 SBA 4x2 with Tymco 600 Regenerative Sweeper from Stringfellow, Inc., at a total purchase cost of \$227,037.00; and

WHEREAS, funding is identified in account number 31100006019006.

Now therefore,

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

SECTION I. That the bid for the purchase of (1) 2019 International 4300 SBA 4x2 with Tymco 600 Regenerative Sweeper, at a total purchase cost of \$227,037.00, is awarded to Stringfellow, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 17th day of April, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MINUTES
BID OPENING
March 28, 2018
4:00 P.M.**

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Assistant Procurement Manager opened with the following bids:

CAB/CHASSIS W/ STREET SWEEPER				
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Make/Model:
Jet Vac Equipment		No Bid		
CMI Equipment Sales	1	\$224,589.00	90 Days	Schwarze A7 on Freightliner M2 Chassis
Stringfellow	1	\$227,037.00	266-286 Days	2019 4300 SBA 4x2 w/ International Tymco 600 Sweeper
Stringfellow	1	\$229,933.00	150-180 Days	2019 Freightliner M2-106 w/ Tymco 600 Sweeper

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



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Truck Committee: Greg Willis, Streets Supervisor
Rodney Deel, Sanitation Supervisor
Steve Hightower, Fleet Manager
Date: March 30, 2017
Re: Street Sweeper Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor:

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Tymco 600/ 2019 International	Stringfellow	5.8 MPG

Low Compliant Bidder

The bidder recommended is compliant in all major aspects of the minimum specification requirements for the Street Sweeper Truck(s) specified. The lower bid offering of CMI Equipment Sales was not compliant in several areas, however, the most critical exceptions were the supplemental wide sweep broom and hydraulically operated front curtain lifter requirement needed for the successful pickup of leaves and light debris during the fall season of the year. Current fleet sweeper design has required that an additional wide sweep header broom be added to accommodate the need for faster and more efficient leaf and debris pickup. CMI has taken exception to these requirements and will not provide these options.

This unit is an addition to the Fleet

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of this unit is 266-286 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

Review of Specifications

The bid offerings were reviewed by Streets and Sanitations Street Maintenance Supervisor - Greg Willis, Sanitation Supervisor - Rodney Deel, and Fleet Manager - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement unit is similar to the current units being operated.

Trade In(s)

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

Origin Information

1. New Unit Origin of Manufacture:
 - a. Cab/ Chassis Mfg.– Mt. Holly, NC
 - i. 98% Domestic/ 2% Foreign Materials
 - b. Body Manufacture – Waco, Texas
 - i. 9% Domestic/ 1% Foreign Materials
2. New Unit Purchase Dealer:
 - c. Cab/ Chassis/ Body – Goodpasture Motors – Bristol, TN
 - d. Body Dealership – Stringfellow, Nashville, TN

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

Thank you



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

From: Willis, Greg
Sent: Tuesday, April 03, 2018 2:43 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: Sweeper Bids

Steve, Rodney Deel, and myself have reviewed the sweeper bids. Based on our assessment of the two sweepers (Schwarze A7 and Tymco 600) we recommend proceeding with the purchase of the Tymco sweeper. The Specifications call for a broom in the pickup head, (this option is valued about \$5,000 Dollars) and is not offered with the Schwarze A7. We also specified that two inspection doors in sweeper body (Schwarze A7 does not have this) and a Third party letter providing minimum turbine performance specifications cannot be provided. We specified a 10 gauge stainless steel nonmagnetic with an abrasion package covering all applicable wear components (Schwarze A7 does not provide this). Therefore we are not recommending the lowest bid by Schwarze but the bid from Tymco with the International Chassis. Tymco bid \$227,037.00 , Schwarze bid \$224,589.00, With a Difference of \$2,448.00. The cost of the broom alone will offset any cost difference



Greg Willis
City of Kingsport
Streets Supervisor

(423) 229-9493 Work
(423) 341-5761 Mobile
willis@ci.kingsport.tn.us
609 Industry Dr. Kingsport Tn. 37660



AGENDA ACTION FORM

Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine

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

Action Form No.: AF-61-2018
 Work Session: April 16, 2018
 First Reading: N/A

Final Adoption: April 17, 2018
 Staff Work By: Angie Marshall
 Presentation By: Jim Demming

Recommendation:

Approve the issuance of Certificates of Compliance to the following retail food stores to sell wine.

- | | |
|--|---|
| 1. Price Less Foods #469, 4320A W. Stone Drive | 14. Roadrunner Markets #125, 120 E. Stone Drive |
| 2. Price Less Foods #478, 3006 N. John B. Dennis Hwy | 15. Roadrunner Markets #145, 4222 Fort Henry Drive |
| 3. Price Less Foods #487, 1328 S. John B. Dennis Hwy | 16. Roadrunner Markets #154, 1600 W. Stone Drive |
| 4. Ingles #72, 4335 Ft. Henry Drive | 17. Roadrunner Markets #172, 1045 Bloomingdale Pike |
| 5. Kroger #328, 1664 E. Stone Drive | 18. Roadrunner Markets #174, 1205 Lynn Garden Drive |
| 6. Food City #605, 1205 N. Eastman Road | 19. Roadrunner Markets #176, 828 W. Center Street |
| 7. Food City #657, 300 Clinchfield Street | 20. Roadrunner Markets #109, 1104 S. Wilcox Drive |
| 8. Food City #664, 1911 Moreland Drive | 21. Roadrunner Markets #175, 4001 Memorial Blvd |
| 9. WalMart #599, 3200 Ft. Henry Drive | 22. Roadrunner Markets #144, 101 Hospitality Plaza |
| 10. WalMart #742, 2500 W. Stone Drive | 23. Fas Mart #470, 817 Lynn Garden Drive |
| 11. WalMart #5734, 750 Lynn Garden Drive | 24. Fas Mart #469, 2729 N. John B. Dennis Hwy |
| 12. Aldi #81, 2617 E. Stone Drive | 25. Scotchman #3408, 1701 E. Stone Drive |
| 13. Kenjo Market #17, 2209 W. Stone Drive | |

Executive Summary:

These are applications for retail food stores who have filed with the City Recorder for their Certificate of Compliance to sell wine. This Certificate, which must be issued and signed by the Mayor if the business is within a municipality, is a required attachment to the application this business will submit to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

All of these businesses listed currently have their state license and are up for renewal. These applications have met the requirements of TCA 57-3-806. Police background checks have been conducted with nothing found that would prevent receiving this certificate. Planning has also verified the businesses are properly zoned.

Attachments:

None

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



AGENDA ACTION FORM

Amend Demand Response Agreement with EnerNoc, Inc to Participate in PJM Load Response Program

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

Action Form No.: AF-63-2018
 Work Session: April 16, 2018
 First Reading: N/A

Final Adoption: April 17, 2018
 Staff Work By: Ramey M. / Ensor N.
 Presentation By: Frye D. / Thompson M.

Recommendation:

Approve the Resolution.

Executive Summary:

The EnerNOC Load Response Program allows the City to receive payments for reducing main line power consumption during time of abnormally high electricity demand. Program benefits include: minimum payment to City for participation, additional payment for energy demand reduction, real time monitoring meters, load testing of facility generators, and reduced risk of brown outs to Kingsport residents and businesses.

The programs includes Water and Wastewater facilities, Dobyys Bennett High School, and Robinson and Sevier Middle schools. The Water and Wastewater Department has received annual average payments of \$28,400 since its enrollment in the program.

The agreement expires in June, 2018. The Amendment extends the agreement for another five years, and makes some changes to Attachment 1 to the agreement.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 2 TO THE AGREEMENTS WITH ENERNOC, INC. PJM LOAD RESPONSE PROGRAM TO EXTEND THE TERMS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in February, 2013, the city entered into an agreement with EnerNoc, Inc. Load Response Program, which allowed the city to receive payments for reducing main line power consumption by turning off pump stations during times of abnormally high electricity demand; and

WHEREAS, the contract term was for five (5) years, with a minimum payment to the city of \$151,583.00, but the actual number depends on the number of events called; and

WHEREAS, in February 2015, the city amended the agreement to include Kingsport City Schools at Dobyns Bennett High School, Sevier Middle School and Robinson Middle School, for a term of five (5) years; and

WHEREAS, the city would like to amend the agreement to extend the terms and to amend Amendment 1 pertaining to the Emergency Load Response Program until May 31, 2023.

Now therefore,

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

SECTION I. That Amendment 2 to the agreement with EnerNoc, Inc. is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment 2 to the agreement of February 16, 2013, with EnerNoc, Inc. extending to May 31, 2023, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment No. 2 to
Demand Response Sales and Services Agreement

This Amendment No. 2 (this "Amendment"), effective as of May 31, 2018, the scope of which is described more fully below, is made by and between EnerNOC, Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and City of Kingsport, located at 225 West Center Street, Kingsport, TN 37660 ("Customer"). This Amendment amends that certain Demand Response Sales and Services Agreement by and between EnerNOC and Customer effective as of February 16, 2013 and as amended on February 23, 2015 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of February 16, 2013 and as amended; and WHEREAS, the Parties wish to further amend the Agreement pursuant to the terms of this Amendment.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Section 1 of the Agreement is hereby amended by deleting such section in its entirety and substituting the following in lieu thereof:

Term. This Agreement shall commence on the Effective Date and end on May 31, 2023 (the "Term").

2. Attachment A-1 of the Agreement is hereby amended by deleting such attachment in its entirety

and replacing it with the Attachment A-1 attached hereto.

3. Except as amended hereby, the Agreement shall remain unchanged and shall remain in full force and effect.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day, month and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

Attachment A-1 Emergency Load Response Program

1. **Program Description.** The "Program" means EnerNOC's enrollment and management of Customer's Accepted Capacity (as defined below) in the PJM Interconnection ("PJM") Emergency Load Response Program ("ELRP"). The Program enables participants to receive recurring payments for being available and reducing electricity consumption when called upon to do so by EnerNOC. Unless otherwise defined herein, capitalized terms in this Attachment A-1 shall have the meanings given to them in the "PJM Open Access Transmission Tariff."

2. **Accepted Capacity.** "Accepted Capacity" shall represent the best estimate of Customer's expected curtailment based on EnerNOC's analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by EnerNOC in the future to reflect changes including but not limited to, Customer's actual performance, facility operations, Program and/or ELRP rules, applicable regulations, Customer's PLC and WPL applicable to each Program Period (as defined herewith), and/or other relevant information, including availability of capacity. Customer and EnerNOC understand that the curtailable electrical capacity identified on the Site Address Attachment is solely the Parties' best estimate of performance and does not represent Accepted Capacity.

3. **Payments to Customer.**

a. **Capacity Payments.** EnerNOC will pay Customer capacity payments ("Capacity Payments") equal to (a) the product of Accepted Capacity times a Capacity Payment Rate, less (b) Underperformance Adjustments if any. The "Capacity Payment Rate" shall be 50.00% of the established PJM market clearing price obtained by EnerNOC for the applicable Demand Response Product(s) (as defined below).

b. **Energy Payments.** EnerNOC will pay Customer 75.00% of the energy payments available from PJM to EnerNOC in connection with Customer responding to a Demand Response Event when notified by EnerNOC ("Energy Payments").

c. **Underperformance Adjustment Payments.** In no event shall Customer be required to return previously distributed payments to EnerNOC. EnerNOC will reduce EnerNOC's future payments to Customer to account for any Underperformance Adjustment. If the Underperformance Adjustment exceeds EnerNOC's payments to Customer for a given Delivery Year (as further defined herewith), that adjustment may be carried over by EnerNOC to any subsequent Delivery Year.

4. **Program Rules.** The Program terms and conditions are summarized in the table below:

<i>Program Availability and Enrollment</i>	<p>Customer has the intent and ability to respond to Demand Response Events called by EnerNOC. Customer will be enrolled in the Base Capacity DR Product and/or the Capacity Performance DR Product, as referenced below (each a "Demand Response Product") for a given delivery year (June 1 – May 31) (the "Delivery Year") with the periods defined below (each, individually a "Product Period" and collectively the "Program Period"). Demand response product availability to Customer varies by Delivery Year and PJM Zone.</p> <p>1. Base Capacity DR Product ("BC"): 10:00 AM to 10:00 PM (Eastern Prevailing Time) during all days for the period of June 1 – September 30.</p> <p>2. Capacity Performance DR Product ("CP"): 10:00 AM to 10:00 PM (Eastern Prevailing Time) during all days for the period of June 1 – October 31, as well as the following May of a Delivery Year and 6:00 AM to 9:00 PM (Eastern Prevailing Time) for the period of November 1 – April 30 of a Delivery Year.</p> <p>EnerNOC may call Demand Response Events outside the Program Period; Customer's performance during such Demand Response Events will not affect Capacity Payments, but will be included in Customer's Energy</p>
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	<p>Payments.</p> <p>Customer authorizes EnerNOC to enroll Customer in any Demand Response Product offered by PJM in ELRP during the Term. Before the start of each Delivery Year, EnerNOC will provide Customer with an annual enrollment notification.</p>
<i>Event Trigger</i>	EnerNOC will initiate Demand Response Events during PJM defined system events and in accordance with ELRP terms and conditions.
<i>Advanced Notification</i>	EnerNOC will use commercially reasonable efforts to provide Customer with advanced notification of a Demand Response Event in accordance with ELRP terms and conditions, which is currently between thirty (30) minutes and one hundred twenty (120) minutes.
<i>Testing Requirement</i>	<p>If Customer is not called to respond to a Demand Response Event during the Customer's enrolled Product Period, EnerNOC will conduct a test event (a "Test Event") during the Customer's enrolled Product Period.</p> <p>A Test Event shall not contribute to Customer's Capacity Payments if a Demand Response Event is called during the Customer's enrolled Product Period after the Test Event has occurred.</p>
<i>Underperformance Adjustments</i>	<p>The "Underperformance Adjustment" for a BC Demand Response Event will equal the product of (a) Customer's MW Shortfall, times (b) Customer's Capacity Payment Rate.</p> <p>The Underperformance Adjustment for a CP Demand Response Event will be calculated hourly across all Demand Response Event hour(s), and will equal the product of (a) Customer's MW Shortfall, times (b) the applicable Non-Performance Charge Rate (as defined by PJM).</p> <p>The Underperformance Adjustment for a Test Event will equal the product of (a) Customer's MW Shortfall, times (b) Customer's Capacity Payment Rate.</p> <p>The "MW Shortfall" is the difference between the Customer's actual metered load and their enrolled drop-to MW level, adjusted by applicable electric loss factor(s) and capped at Accepted Capacity.</p>
<i>Payment Timing</i>	<ol style="list-style-type: none"> 1. BC: EnerNOC shall make all payments associated with Customer's participation in the Program to Customer on a quarterly basis. 2. CP: EnerNOC shall make all payments associated with Customer's participation in the Program to Customer on an annual basis. <p>All payments shall be made within forty-five (45) days of EnerNOC's receipt of total payment from PJM, however, in no event shall EnerNOC be responsible for payments to Customer if PJM defaults on its payments to EnerNOC.</p>

The foregoing reflects the current terms and conditions of the Program, which terms and conditions may change during the Term. In the event PJM amends, supplements or modifies the terms or conditions of the ELRP, or any current or future Demand Response Product offered in the ELRP, in any way, EnerNOC reserves the right to amend the Program terms set forth herein by providing written notice to Customer and with no further act required by EnerNOC or Customer.

5. Miscellaneous.

a. Termination. In the event that capacity is not available in the Program for a given Delivery Year, EnerNOC may reduce Customer's Accepted Capacity to zero (0) and/or terminate this Attachment A-1.

b. Curtailment Service Provider. Customer hereby designates EnerNOC as its exclusive agent to manage its participation in the Program.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment set out herein that do not substantially alter the

material provisions of the amendment, 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 17th day of April, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY