AGENDA

BOARD OF MAYOR AND ALDERMEN
WORK SESSION

Monday, April 30, 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. Bays Mountain Park & Planetarium Status – Sid Cox
4. Annual Community Development Block Grant – Lynn Tully
5. Review of Items on May 1, 2018 Business Meeting Agenda
6. Adjourn

Next Work Session, May 8, 2pm: FY 2018-19 Budget

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 Sewer Trunk Line

Project work is complete behind Pizza Plus on Lynn Garden, including paving streets affected by project.

2 Library Colonnade Expansion

Even though New Year's was cold, we had dedicated citizens attend to close out our centennial year with us.

3 Bays Mountain Dam

The old, damaged grout has been removed and replaced with new grout of the same color to preserve the original appearance.

4 Carousel Park

Park design will include interactive elements, such as a music area, crawl tunnels and tree house.

5 Enterprise Place Boardwalk

Construction of a new concrete and wooden boardwalk sidewalk connector along Enterprise Place has begun. The boardwalk foundation is complete and ongoing work includes the placement of the wooden platform.

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	7/20/2018	Crews are working on 18" sewer crossing Reedy Creek and continuing work behind Fairway Ford.
$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	Slab prep started.
$3,867,000.00	Chad Austin	Hank Clabaugh	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% desgin 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	Contractor tied-in Berkeley & Manderley 4/25. Heatherley line is 50% installed. High Ridge is only road remaining.
$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	PreliminaryDesign 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.
$600,000.00	Kitty Frazier	Melton, Dawn	Riverbend Park	GP1512	12/31/2018	BARGE still working on design.

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
$420,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation (2017-C28)	GP1711	12/22/2018	Grout repair 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	Hank Clabaugh	Border Regions Area 3 Water Upgrades		9/30/2018	Plans have been submitted to TDEC for review.
$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	6/30/2018	Plans in process of being sent to TDEC for approval.
$288,000.00	Chris McCartt	Clabaugh, Hank	Carousel Park		6/4/2018	BMA has approved funding and contract is working it's way through the signature phase.
$246,225.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	Preconstruction meeting 5/1/2018 at 2 PM.
$230,000.00	Chris McCart	Hickman, Mike	Library Colonnade Expansion	GP1807	7/1/2018	Major demolition complete. HVAC work began.
$206,280.76		Clabaugh, Hank	2018 Contracted Paving - Barnett Drive and Fiddlers Way	NC1800		W-L Construction and Paving was the low bidder. The Contract is working it's way through the signature phase.
$187,500.00	Kitty Frazier	Melton, Dawn	Lynn View Community Center Site Improvements	GP1714	5/20/2018	Punch List was done with only handicap parking signs remaining, which should be done this week.
$150,000.00	Steve Robbins	Steve Robbins	Bloomington Culvert Replacement		11/30/2018	Design underway by consultant (Mattern & Craig)
$128,747.00		Clabaugh, Hank	Center Street Sidewalk Improvements - Phase 1			Bids were opened on April 11th. Glass Machinery & Excavation was the low bidder. Currently in the contract execution phase.
$117,889.67	Kitty Frazier	Melton, Dawn	Borden Park Phase II - Playground	GP1700	6/30/2018	Installer on site today to continue installation.
$75,797.00	Rob Cole	Hickman, Mike	Bays Mountain Bathroom Renovations		5/15/2018	Tiling and drywall work began.
$50,000.00	Steve Robbins	David Edwards	Main St. & Sullivan St. System Upgrades		6/15/2018	Waiting on TDEC approval
		Jason Starnes	Osceola Dr. W/L Replacement Project			Check for TDEC Review.

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
$206,280.76		Clabaugh, Hank	2018 Contracted Paving - Barnett Drive and Fiddlers Way	NC1800		W-L Construction and Paving was the low bidder. The Contract is working it's way through the signature phase.
$128,747.00		Clabaugh, Hank	Center Street Sidewalk Improvements - Phase 1			Bids were opened on April 11th. Glass Machinery & Excavation was the low bidder. Currently in the contract execution phase.
		Jason Starnes	Osceola Dr. W/L Replacement Project			Check for TDEC Review.
$75,797.00	Rob Cole	Hickman, Mike	Bays Mountain Bathroom Renovations		5/15/2018	Tiling and drywall work began.
$187,500.00	Kitty Frazier	Melton, Dawn	Lynn View Community Center Site Improvements	GP1714	5/20/2018	Punch List was done with only handicap parking signs remaining, which should be done this week.
$288,000.00	Chris McCartt	Clabaugh, Hank	Carousel Park		6/4/2018	BMA has approved funding and contract is working it's way through the signature phase.
$50,000.00	Steve Robbins	David Edwards	Main St. & Sullivan St. System Upgrades		6/15/2018	Waiting on TDEC approval
$117,889.67	Kitty Frazier	Melton, Dawn	Borden Park Phase II - Playground	GP1700	6/30/2018	Installer on site today to continue installation.
$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.
$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	6/30/2018	Plans in process of being sent to TDEC for approval.
$230,000.00	Chris McCart	Hickman, Mike	Library Colonnade Expansion	GP1807	7/1/2018	Major demolition complete. HVAC work began.
$6,719,995.10	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	7/20/2018	Crews are working on 18" sewer crossing Reedy Creek and continuing work behind Fairway Ford.
$1,688,507.50	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement	WA1803/GP1830	9/18/2018	Contractor tied-in Berkeley & Manderley 4/25. Heatherley line is 50% installed. High Ridge is only road remaining.
$350,000.00	Chad Austin	Hank Clabaugh	Border Regions Area 3 Water Upgrades		9/30/2018	Plans have been submitted to TDEC for review.
$246,225.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	Preconstruction meeting 5/1/2018 at 2 PM.
$150,000.00	Steve Robbins	Steve Robbins	Bloomington Culvert Replacement		11/30/2018	Design underway by consultant (Mattern & Craig)
$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.
$420,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation (2017-C28)	GP1711	12/22/2018	Grout repair work continues

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

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.
$4,186,000.00	Chris McCartt	Melton, Dawn	New KATS Transit Center	GP1718	1/18/2019	Slab prep started.
$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	90% desgin complete. Project is on hold until funding becomes available.
$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.
$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.
$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	Received 30% plans on 4/6/18.
$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.
$3,867,000.00	Chad Austin	Hank Clabaugh	Border Regions Sewer Extensions		2/17/2020	Survey and design to begin in Spring 2018.
$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	PreliminaryDesign underway. Current status is 50% of NEPA phase complete as of 1/25/2017
$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
$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.
$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.
$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

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Revised 5/1/18

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, May 1, 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

II.B. INVOCATION – Jack Edwards, Retired Minister

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Healthier Tennessee Designation (Healthy Kingsport)
2. Proclamation Presentation – Drinking Water Week (Vice Mayor McIntire)

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Work Session – April 16, 2018
2. Business Meeting – April 17, 2018

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing, Resolution for 2018 Annual Action Plan for Community Development (AF: 67-2018) (Lynn Tully)
   - Public Hearing
   - Resolution

2. Public Hearing for Annexation Annual Plan of Services Report (AF: 62-2018) (Nathan Woods)
   - Public Hearing
   - Annual Plan of Services

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

None

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

Revised Resolution 5/1/18

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

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of One (1) Cab/Chassis with Man Lift Bucket and Body (AF: 54-2018) (Ryan McReynolds, Steve Hightower)
   - Resolution

2. Amend the Contract for Allandale Mansion - Party Barn Wood Siding Repair (AF: 66-2018) (Chris McCartt)
   - Resolution

3. Condemn Property in Fee for Eastern Greenbelt Extension Project (AF: 70-2018) (Mike Billingsley)
    - Resolution

4. Renew Workers' Compensation Third Party Administration Services for the City and the School System (AF: 68-2018) (Terri Evans)
    - Resolution

5. Accept the Proposal of CareHere as the Provider of Health, Wellness and Occupational Medicine Clinic Services for City of Kingsport Employees (AF: 73-2018) (George DeCroes)
    - Resolution

VII. CONSENT AGENDA

1. Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (BWH) and the Regional Center for Health Professions (RCHP) (AF: 25-2018) (Chris McCartt)
    - Resolution

2. Apply for and Receive a DOJ-Office of Justice Programs' Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF: 65-2018) (David Quillin)
    - Resolution

3. Approval of Easements and Rights-of-Way for Minor Intersection Improvements Project – Granby Road and Williams Road (AF: 69-2018) (Ryan McReynolds)
    - Offers

4. Approve Receiving a Grant from the East Tennessee Foundation for Kingsport Centennial Park (AF: 72-2018) (Chris McCartt)
    - Resolution

5. Resolution Authorizing a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on J.B. Dennis (AF: 71-2018)
    - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, April 16, 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. SYMPHONY OF THE MOUNTAINS. Ms. Cornelia Laemmli Orth and Ms. Melissa Roberts gave a presentation on this item.

4. DKA AND PEAK. Ms. Melissa Sanders gave a presentation on the Downtown Kingsport Association followed by Ms. Dana Glenn who gave a presentation on the Young Professionals Organization of Kingsport. Some discussion followed.

5. CHILDREN"S ADVOCACY CENTER OF SULLIVAN COUNTY. Ms. Gena Frye presented information on this organization and answered questions from the board.

6. FIRST TN HUMAN RESOURCE AGENCY. Mr. Jason Cody presented this item.

7. PROJECTS STATUS. City Manager Fleming gave details on this item and answered questions from the board.

8. REVIEW OF AGENDA ITEMS ON THE APRIL 17, 2018 REGULAR BUSINESS MEETING AGENDA. City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. No items were discussed at greater length or received specific questions or concerns.

9. 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 17, 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
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer

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

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

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

III. ROLL CALL: By City Recorder Demming. All Present.

IV.A. RECOGNITIONS AND PRESENTATIONS.
1. Officer Lt. Steve Hammonds - Chief Quillin.

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. Appointments to the Cattails Management Advisory Committee (AF: 55-2018) (Mayor Clark).

Motion/Second: McIntire/Adler, to approve:
APPOINTMENTS OF JESSICA SLAUGHTER AND CHARLES C. NITSCHKE TO THE ***CATTAILS MANAGEMENT ADVISORY COMMITTEE*** TO SERVE THREE-YEAR TERMS EFFECTIVE IMMEDIATELY AND EXPIRING ON APRIL 30, 2021.
Passed: All present voting "aye."

2. Appointments/Reappointments to the Aquatic Center Advisory Board (AF: 59-2018) (Mayor Clark).

Motion/Second: George/Cooper, to approve:
APPOINTMENT OF JUSTIN MANN AND REAPPOINTMENTS OF DETRA CLEVEN AND PETER LODAL TO SERVE THREE-YEAR TERMS ON THE ***KINGSPORT TREE ADVISORY BOARD.*** ALL APPOINTMENTS/REAPPOINTMENTS ARE EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON APRIL 30, 2021.
Passed: All present voting "aye."

V. APPROVAL OF MINUTES.

Motion/Second: McIntire/Begley, to approve minutes for the following meetings:
A. April 2, 2018 Regular Work Session
B. April 3, 2018 Regular Business Meeting
Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Ratify 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).

Motion/Second: George/Cooper, to pass:
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
Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

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: McIntire/George, to pass:
ORDINANCE NO. 6716, 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 second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

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

Motion/Second: McIntire/Adler, to pass:
ORDINANCE NO. 6717, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

D. OTHER BUSINESS.

1. Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Capital Expenses, TDOT Project No. 825307-S3-022 (AF: 53-2018) (Chris Campbell).

Motion/Second: George/Olterman, to pass:
Resolution No. 2018-140, 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
Passed: All present voting "aye."

2. Inter-Local Agreement Renewal with the Kingsport Emergency Communications District (AF: 56-2018) (David Quillin)

Motion/Second: Cooper/Begley, to pass:
Resolution No. 2018-141, 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
Passed: All present voting "aye."

3. Bid Award for Johnson Elementary School Roof Replacement to Davis Brothers Roofing, Inc. (AF: 57-2018) (David Frye).

Motion/Second: McIntire/George, to pass:
Resolution No. 2018-142, A RESOLUTION AWARDING 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
Passed: All present voting "aye."

4. Bid Award for the Purchase of One (1) Cab/Chassis with Street Sweeper (AF: 64-2018) (Ryan McReynolds, Steve Hightower).

Motion/Second: McIntire/Cooper, to pass:
Resolution No. 2018-143, 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
Passed: All present voting "aye."

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

Motion/Second: Adler/George, to adopt:

1. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF: 61-2018) (Jim Demming).

Approve:
CERTIFICATES OF COMPLIANCE
Passed: All present voting "aye."

2. Amend Demand Response Agreement with EnerNoc, Inc. to Participate in PJM Load Response Program (AF: 63-2018) (David Frye, Michael Thompson).

Pass:
Resolution No. 2018-144, 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
Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. None.

B. MAYOR AND BOARD MEMBERS. Alderman Adler stated this Saturday would Clean Sweep Kingsport sponsored by Keep Kingsport Beautiful, noting many opportunities to clean up all over town. She also mention the summer Parks and Rec programs were now open for registration. Alderman Cooper noted it would be a busy weekend in Kingsport with the cleanup and the Farmer's Market and was glad to see warmer weather. Vice-Mayor McIntire offered condolences to City Recorder Demming on the loss of his father. He also encouraging citizens to vote in the upcoming county elections. Mr. McIntire

stated Claudia Byrd with Speedway Children's Charities was recognized by the American Red Cross as Humanitarian of the Year. Lastly he congratulated Bays Mountain Park for being recognized as one of the best parks in the Southeast. Alderman Olterman reminded everyone that local high schools were in the end of their baseball seasons and wished them luck. Alderman George reminded everyone today was the tax deadline. Mayor Clark summarized the arts in Kingsport, recognizing the Symphony, the Theatre Guild and the Ballet. He encourage citizens to get involved.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:33 p.m.

ANGELA MARSHALL	JOHN CLARK
Deputy City Recorder	Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Public Hearing, Resolution for 2018 Annual Action Plan for Community Development

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

Action Form No.: AF-67-2018
Work Session: April 30, 2018
First Reading: May 1, 2018

Final Adoption: May 1, 2018
Staff Work By: Haga
Presentation By: Lynn Tully, AICP

Recommendation:

- Conduct Public Hearing
- Approve 2018 Annual Action Plan
- Approve Authorizing Resolution

Executive Summary:

To receive Community Development Block Grant, the City of Kingsport must submit an Annual Action Plan which describes the strategies, objectives, projects and activities for funding under the program. For Fiscal Year 2018/19, the City of Kingsport must approve an Action Plan utilizing $354,288 CDBG funds. Attached to this action form is a summary of proposed activities of the 2018 Annual Action Plan, including recommendations for funding under the CDBG program.

As of the date of this writing, because the U.S. Department of Housing and Urban Development has not completed the appropriation process for the CDBG program, the attached plan was developed to provide funding for the various projects based on funding levels set for the previous fiscal year. Community Development proposes that the Board of Mayor and Aldermen approve the attached plan with the intent that all separate project funding allocations be adjusted based on the final funding notice amounts provided by the Department of Housing and Urban Development to be received at a later date. This action will allow the City to begin implementation of the Community Development program with minimal delays. This recommendation and projects descriptions are attached. Also attached is a resolution authorizing the Mayor to execute all necessary documents to receive CDBG funding.

Attachments:

1. Public Hearing Notice
2. Resolution
3. Annual Action Plan Summary

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

Legals | Legals

NOTICE

The Kingsport Board of Mayor and Aldermen will conduct a Public Hearing to receive citizen input concerning the City's 2018 Annual Action Plan for Housing and Community Development. The 2018 Annual Action Plan describes proposed activities of the City's Community Development Program for the period of July 1, 2018 through June 30, 2019 utilizing Community Development Block Grant funds. The Public Hearing will be held at the Regular Meeting of the Board of Mayor and Aldermen at 7:00 p.m. on Tuesday, May 1, 2018 in the Large Courtroom of City Hall, 225 W. Center Street. All citizens are invited to participate in this meeting. A draft of the proposed 2018 Annual Action Plan is available for review at the Community Development Office, 201 W. Market Street.

Angie Marshall, City Clerk
P1T:4/24/18

RESOLUTION NO. 2018-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2019, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, Community Development Block Grant funding, for fiscal year 2018, is available through the U. S. Department of Housing and Urban Development; and

WHEREAS, certain documents must be completed and executed to receive the funds.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, all documents necessary and proper to receive Community Development Block Grant funding, for fiscal year 2019, through the U. S. Department of Housing and Urban Development.

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

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

ADOPTED this the 1st day of May, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Community Development Action Plan
FY 2018/2019

Proposed Project Descriptions

Housing

- *KAHR Program* – In FY 2018/2019, Community Development proposes to utilize $128,733 in the KAHR program. KAHR provides emergency repair of low and moderate income housing city-wide. This program utilizes volunteer labor provided by Carpenter's Helpers (FBSUMC) to offer emergency repair services to low and moderate income households. CDBG funds, as well as City General Funds, are used to purchase materials for repair projects.

  Also as part of the KAHR program, CDBG funds could be used to purchase dilapidated, vacant properties identified through the City's Codes Enforcement program.

Community Programs – For 2018/2019, Community Development proposes to fund the Community Programs line item at $35,000. These programs provide services including literacy, tutoring, employment readiness and community enrichment programs, targeted to low and moderate income persons and families. These grants are administered through subrecipient agreements prescribed by the U. S. Department of Housing and Urban Development (HUD) and monitored by the Community Development office. Upon approval of the overall funding allocation by the Board of Mayor and Aldermen, the Community Development Advisory Committee will review applications from various agencies and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

Code Enforcement – In 2018, the Mayor's One Kingsport Summit recommended several action plan emphases to improve the Kingsport community in various target themes. Among these themes was the area of housing. The housing study committee has put forward a number of priorities for housing in the city, which spans the spectrum from affordable housing to up-scale market rate housing. One emphasis involved in housing is strengthening the City's Code Enforcement program. Since a substantial amount of code enforcement effort for the City is relative to lower income housing, the Advisory Committee recommended allocating $50,000 for the City's Code Enforcement program. Funds would be used to bolster the City's code enforcement inspections and review activities.

HOPE VI – For Program Year 2018, Community Development proposes to allocate $70,000 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007 the City applied for

$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately $70,000 CDBG funds per year for 20 years to support this proposal.

Administration – For Program Year 2018, Community Development proposes an administration budget of $70,555. These funds provide staffing and necessary office expenses for the overall administration of the CDBG program, including the addition of shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities.

2018 COMMUNITY DEVELOPMENT BLOCK GRANT

Housing	
KAHR Program	**$128,733**
Community Programs	**$ 35,000**
Code Enforcement	**$ 50,000**
HOPE VI Project	**$ 70,000**
Administration	**$ 70,555**
TOTAL	**$354,288**

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-62-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: Nathan Woods
Presentation By: Nathan Woods

Recommendation:
Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for April 2018.

4308 Grey Fox Drive – Resolution No. 2017-034 – Annual Update

Executive Summary:
Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published December 25, 2018.

Attachments:
1. Notice of Public Hearing
2. Annual Plan of Services Report
3. Map
4. Plan of Services Spreadsheet

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

NOTICE OF PUBLIC HEARING

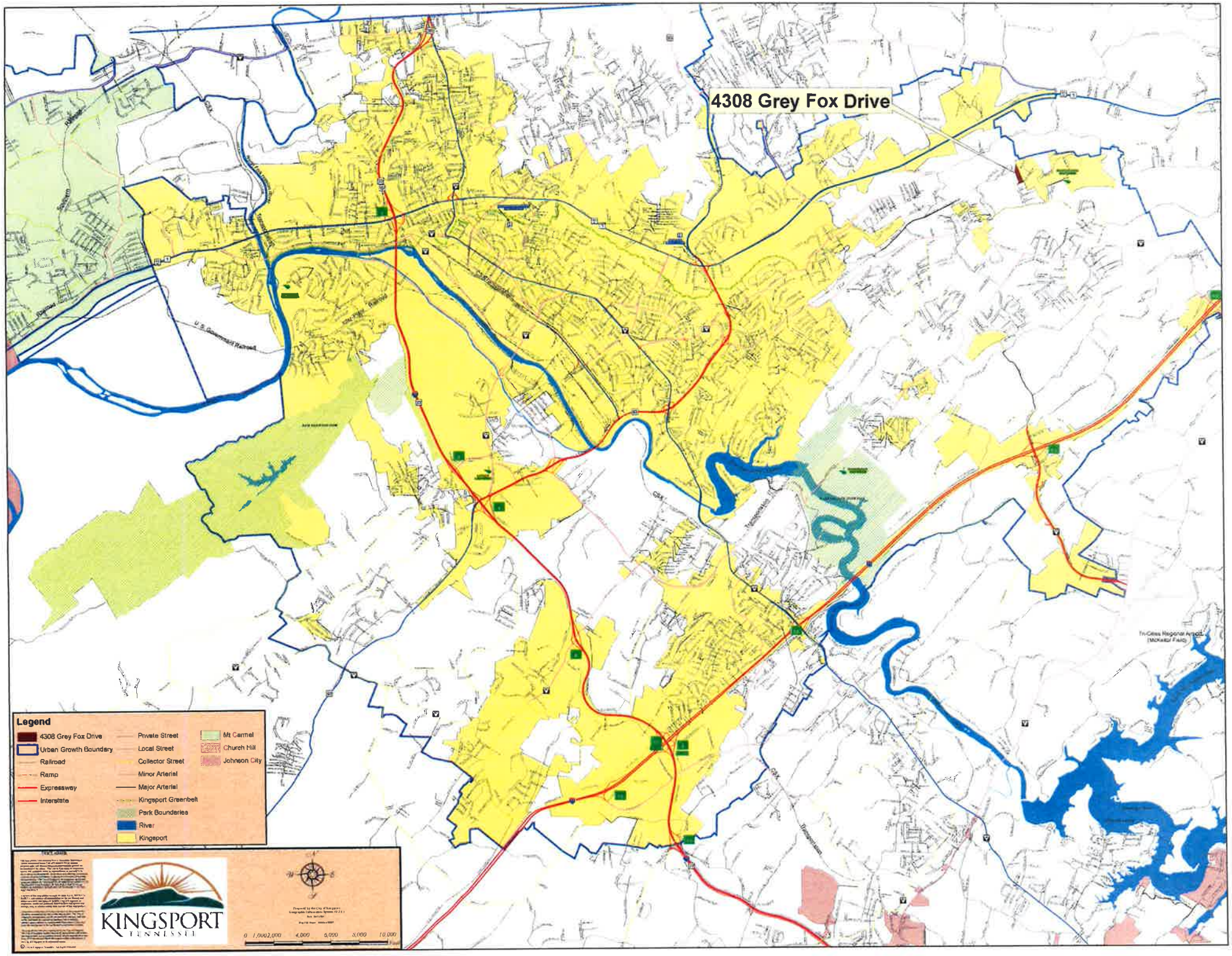
The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT— MAY, on the following annexation areas at its MAY 1, 2018 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: 4308 Grey Fox Drive, Resolution No. 2017-034
Effective Date: 11/05/2016
POS, deadline: Annual update. Water, Sewer & Lighting, 11/05//2021

City of Kingsport
Angie Marshall, City Clerk.
P1T: 04/09/2018

MAY 2018 ANNUAL PLAN OF SERVICE REPORT
FOR RESOLUTION NUMBER: 2017-034

Annexation Area	Effective Date	POS Deadline	Est. Completion	Status
4308 Grey Fox Drive Resolution No. 2017-034	11/05/2016	Water Service Sewer Service Street Lighting	 11/05/2021	Completed In Design Completed


4308 Grey Fox Drive
Legend
4308 Grey Fox Drive
Urban Growth Boundary
Railroad
Ramp
Expressway
Interstate
Private Street
Local Street
Collector Street
Minor Arterial
Major Arterial
Kingsport Greenbelt
Park Boundaries
River
Kingsport
Mt Carmel
Church Hill
Johnson City
KINGSPORT
TENNESSEE

2018 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR MAY 2018

Pursuant to TCA 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

All items in yellow are up for their annual update

ANNEXATION PROJECT and LOCATION	ORD/RES No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	STREET LIGHTING
2008 Annexations					
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs
2012 Annexations					
11-301-00019 Border Regions Area 1	6169	March 9, 2012	March 9, 2017 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00020 Border Regions Area 2	6171	March 9, 2012	March 9, 2017 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00021 Border Regions Area 3	6173	March 9, 2012	March 9, 2017 Design Complete	March 9, 2020 Design Complete	Completed
12-301-00001 Kingsport South	6192	May 4, 2012	Completed	May 4, 2020 In Design	Completed
12-301-00008 Colonial Heights Area 7 Part C	6254	Dec 7, 2012	December 2,2017 Under Construction	December 2, 2017 Under Construction	Completed
12-301-00009 Colonial Heights Area 7 Part D	6256	Dec 7, 2012	December 2, 2017 Under Construction	December 2, 2017 Under Construction	Completed
12-301-00010 Colonial Heights Area 7 Part E	6265	Dec 21, 2012	December 21, 2017 Under Construction	December 21, 2017 Under Construction	Completed
2016 Annexations					
16-301-00003 4308 Grey Fox Drive	2017-034	November 5, 2016	Completed	In Design November 5, 2021	Completed
2017 Annexations					
17-301-00001 Seaver Road Annexation	2017-176	May 5, 2017	2022	2022	Completed
2018 Annexations					
18-301-0001 Bays Mountain Park & Planetarium Addition	2018-005	March 8, 2018	NA	NA	NA

* All Annexation Plans of Services include Police & Fire Services, Electric Services, Solid Waste Disposal, Zoning Services , Recreational Facilities, Street Maintenance and City Schools. These services are established upon the effective date of the annexation*

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

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 McCartt / Sid Cox

Recommendation:
Approve the Ordinance and Resolution.

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. Resolution
3. Sullivan County Regional Health Department Grant Guidelines

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE SULLIVAN COUNTY REGIONAL HEALTH DEPARTMENT TO ACCEPT MATCHING SNAP GRANT FUNDS FOR THE KINGSPORT FARMERS MARKET AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, in February 2018, the board approved the application and acceptance of funds for the Kingsport Farmers Market to become a Supplemental Nutrition Assistance Program (SNAP) Participant through federal funding provided by the United States Department of Agriculture (USDA); and

WHEREAS, the SNAP 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; and

WHEREAS, the Sullivan County Regional Health Department is providing $1,800 in funds through a Chronic Disease CDC 1305 Grant, as SNAP Matching Dollar Funds to complement and enhance this effort; and

WHEREAS, 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; and

WHEREAS, a Memorandum of Understanding, as set out below, sets the terms of the grant.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with Sullivan County Regional Health Department 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 Memorandum of Understanding t with Sullivan County Regional Health Department and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Memorandum of Understanding or this resolution, said Memorandum of Understanding being as follows:

MEMORANDUM OF UNDERSTANDING (MOU) between
City of Kingsport and Sullivan County Regional Health Department

This agreement (hereinafter MOU) is made by and between the City of Kingsport for it Farmers Market (hereinafter City) and the Sullivan County Regional Health Department (hereinafter SCRHD).

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to enhancing shopping local and purchasing fresh produce to lower obesity and chronic related disease in Sullivan County, Tennessee by SCRHD offering matching SNAP dollars to City.
In particular, this MOU is intended to:

- *Define the relationship between City (Farmers Market) and the SCRHD in order to promote eating healthy; and*
- *Create a relationship to potentially collaborate on future health initiatives.*

II. BACKGROUND

Rates of obesity are higher in both Sullivan County and Tennessee than the nation. SCRHD seeks to provide the citizens of Sullivan County with the best public health services possible and to prevent many of the chronic disease issues seen in Tennessee, many of which are related to the high rates of obesity and physical activity. SCRHD focuses on health promotions such as obesity, physical inactivity, tobacco use, among other health behaviors through grants funded by Tennessee Department of Health.
The City's Farmers Market provides an opportunity to improve the lives of the citizens of Kingsport, through working with local famers to provide fresh healthy produce and to promote shopping local.

III. City's (Farmers Market) ROLES AND RESPONSIBILITIES UNDER THIS MOU

City shall undertake the following activities:

- Use matching dollars provided by SCRHD to City for the Farmers Market in Kingsport, Tennessee, to include
- Collaborating with SCRHD to use funds provided by SCRHD to match dollar for dollar up to an amount determined by City per visit in regards to SNAP participants purchasing fresh fruits and vegetables;
- Collaborating with SCRHD to encourage and promote SNAP participants to utilize matching dollars provided by SCRHD; and
- Promote shopping local to enhance good nutrition choices;
- Report outcomes of SNAP participation and matching dollars at the end of the market season to Community Services Director at SCRHD.

IV. SCRHD ROLES AND RESPONSIBILITIES UNDER THIS MOU

SCRHD shall undertake the following activities:

- *Provide up to $1,800 to City's Farmers Market to provide those individuals using the SNAP program at City's Farmer's Market with additional funds to use to purchase fresh fruits and vegetables at City's Farmer's Market; and*
- *Promote Kingsport Farmers Market to citizens of Sullivan County.*

V. REPORTING REQUIREMENTS

City will be responsible for sending annual financial and outcomes reporting to Angela McGee, Community Services Director at SCRHD.

VI. FUNDING

Funding provided by SCRHD is from funding provided by the Tennessee Department of Health (1305 Chronic Disease Grant).

VII. TIMELINE

The roles and responsibilities of each party must be carried out by June 30, 2019 or end of available funding, whichever occurs first.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective on execution of the by the parties, and the term of the MOU shall be the latest date of execution by a party as shown below to June 30, 2019.
IN WITNESS WHEREOF, the parties have executed this MOU in duplicate original counterparts, each of which constitutes an original.

[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 Memorandum of Understanding set out herein that do not substantially alter the material provisions of the Memorandum of Understanding, 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 1st day of May, 2017.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 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.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
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

Tennessee Center for Performance Excellence
2015 ACHIEVEMENT AWARD
www.sullivanhealth.org

KINGSPORT
TENNESSEE

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 McCartt / 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

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Cab/Chassis with Man Lift Bucket and Body

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

Action Form No.: AF-54-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 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 Man Lift Bucket and Body for use by Grounds Maintenance. 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 Altec Industries, Inc. for one (1) 2019 Freightliner w/Altec LRV-60 as follows:

	$195,878.00	Unit Price
Less	$12,000.00	Trade In Allowance for #1449
	$183,878.00	Total Purchase Price

This unit is a Fleet Replacement.

Funding is identified in Account # 51150085019010.

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

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH MAN LIFT BUCKET AND BODY TO ALTEC INDUSTRIES, 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 man lift bucket and body for use by grounds maintenance; and

WHEREAS, the city will receive $12,000.00 for a trade-in allowance for vehicle #1449; and

WHEREAS, upon review of the bids, the board finds Altec Industries, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 2019 Freightliner with Altec LRV-60 cab/chassis with man lift bucket and body from Altec Industries, Inc., at a total purchase cost of $183,878.00, which includes the deduction of the $12,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 2019 Freightliner with Altec LRV-60 cab/chassis with man lift bucket and body, at a total purchase cost of $183,878.00, which includes the deduction of the $12,000.00 trade-in allowance, is awarded to Altec Industries, 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 citizens of the city.

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

ADOPTED this the 1st day of May, 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/ AERIAL DEVICE & BODY					
Vendor:	Qty.:	Unit Cost:	Trade-In #1449:	Delivery Time:	Make/Model (add):
Nesco		No Bid			
Altec Industries	1	$123,038.00	$12,000.00	300 Days	International - $77,000.00 Kenworth - $75,573.00 Freightliner - $72,840.00 Ford - $68,250.00

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: Steve Hightower, Fleet Manager
Rodney Deel, Public Works Sanitation Supervisor
Greg Will, Public Works Streets Supervisor

Date: April 11, 2018

Re: Cab/Chassis with Man Lift Bucket and Body Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the trade in offering of $12,000 for unit#1449.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Altec w/LRV-60/ Freightliner	Altec Industries	5 MPG

Lowest Compliant Offering of Bidder

The Freightliner Chassis offering of the bidder was compliant in all major aspects of the minimum specification requirements for the Cab/Chassis with Man Lift Bucket and Body specified. The bidder's lower Ford chassis offering was non-compliant with regards to the transmission and engine cooling capacity. Additionally, the closest warranty repair outlet for the Ford Chassis offering is located west of Knoxville, TN. which would be extremely problematic during a warranty claim issue.

The unit will be a Fleet Replacement.

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 is 300 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a $50 dollar a day penalty assessed for non- compliance.

The bid offerings were reviewed with the Streets and Sanitations Supervisors Rodney Deel and Greg Willis, who are agreement with this recommendation. The confirming email of agreement is below.

Fuel Economy Improvement 00%

No fuel economy improvements would be realized since the replacement unit(s) are similar in fuel economy to the current unit(s) being operated.

Trade In(s)

1. Trade in(s):
    a. 1449 - 2000 Altec Aerial Bucket Truck - Age: 18 Years – 4.18 MPG - Trade Offering: $12,000

Origin Information

2. New Unit Origin of Manufacture:
    a. Cab/Chassis Mfg.– Mount Holly, North Carolina
        i. 50 % Domestic/ 50 % Foreign Materials
    a. Chassis Dealership – Kingsport, TN
    b. Body/ Man Lift Mfg. – Elizabethton, KY
        i. 60% Domestic/ 40% Foreign Materials
3. New Unit Dealer:
    a. Total Unit – Altec Industries – Elizabethton, KY

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: Deel, Rodney
Sent: Wednesday, April 11, 2018 5:25 PM
To: Hammonds, Ronnie <RonnieHammonds@KingsportTN.gov>; Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>; Bausell, Lewis <LewisBausell@KingsportTN.gov>
Subject: Replacement for Unit #1449

Ronnie,

We have reviewed the bids and the recommendation is that we purchase the Altec Industries Aerial Device & Body with the Freightliner Cab/Chassis. This bid is the low compliant bid. Greg, Steve, and I were the committee reviewing the bids.

Thanks,

Rodney Deel
Household Refuse Supervisor
City of Kingsport
P: 423-224-2675
C: 423-914-0667
rodneydeel@kingsporttn.gov

KINGSPORT
TENNESSEE
609 W. Industry Dr
Kingsport, TN 37660
www.kingsporttn.gov

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the Contract for Allandale Mansion - Party Barn Wood Siding Repair

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

Action Form No.: AF-66-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: Dawn Melton
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
On February 26, 2018, we entered into a contract with Armstrong Construction Co. for siding repair of Allandale Mansion – Party Barn (PO# U02599). This project consisted of removing and replacing 1,000 square feet of existing damaged wood siding with new, as reflected in the proposal dated February 13, 2018.

During the process of removing the wood siding, bio-material and deteriorated wood studs were discovered. This has changed the initial scope of work due to these discoveries. Work cannot be completed until bio-materials have been removed and wood studs have been repaired. Therefore, the contract amount will need to be increased from $15,000.00 to $26,700.00.

It is requested to amend this contract. Funding is available and identified in GP1724.

Attachments:
1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH ARMSTRONG CONSTRUCTION FOR THE ALLANDALE MANSION PARTY BARN WOOD SIDING REPAIR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the City of Kingsport entered a contract with Armstrong Construction on February 16, 2018, for the siding repair of Allandale Mansion Party Barn; and

WHEREAS, this project consisted of removing and replacing 1,000 square feet of existing damaged wood siding with new wood siding; and

WHEREAS, during the process of removing the wood siding, bio-material and deteriorated wood studs were discovered, which must be removed and the wood studs need to be repaired; and

WHEREAS, the city would like to amend the contract by an increase from $15,000.00 to $26,700.00.

WHEREAS, funding is available and identified in GP1724.

Now therefore,

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

SECTION I. That change order #1 to the contract with Armstrong Construction for siding repair of Allandale Mansion Party Barn to provide for removing the wood siding, bio-material and deteriorated wood studs, in the amount of $11,700.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, change order #1 to the contract r for siding repair of Allandale Mansion Party Barn to provide for removing the wood siding, bio-material and deteriorated wood studs and all other documents necessary and proper to effectuate the purpose of the contract as shown below:

CHANGE ORDER

Date 4-16-18

OWNER'S Project No. GP1724 ENGINEER'S Project No._____

Project Allandale Mansion-Party Barn (Barn1) Repair

CONTRACTOR Armstrong Construction

Contract For Wood siding Repair Contract Date 2-26-2018

To: Armstrong Construction
Contractor

You are directed to make the changes noted below in the subject Contract:

Nature of the Changes

Removal of Bio-Material and Completion of Structural Framing Repairs

Enclosures

These changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	$15,000.00
Net Increase Resulting from this Change Order	$11,700.00

Current Contract Price Including This Change Order	$26,700.00
Contract Time Prior to This Change Order	90 Days
Net Increase Resulting from this Change Order	15 Days
Current Contract Date Including This Change Order	105 Days or Date

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 1st day of May, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Condemn Property in Fee for Eastern Greenbelt Extension Project

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

Action Form No.: AF-70-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: R. Trent
Presentation By: M. Billingsley

Recommendation:
Approve the Resolution.

Executive Summary:
In order to continue with the construction of the Eastern Greenbelt Extension Project, the attached Resolution has been prepared authorizing and directing the city attorney to institute condemnation proceedings to acquire property that cannot be voluntarily secured from the property owners.

Attachments:
1. Resolution
2. Ordinance #6696
3. Project Location Map

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE CONDEMNATION PROCEEDINGS FOR EASTERN GREENBELT EXTENSION PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has accorded completion of the Eastern Greenbelt Extension Project a priority; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, by passage of Ordinance #6696 authorized and directed the city attorney of the City of Kingsport to institute condemnation proceedings upon direction by resolution of the Board of Mayor and Aldermen in the event that the necessary property cannot be voluntarily acquired; and

WHEREAS, the City of Kingsport, Tennessee has tendered to the owners of record its offer to purchase certain property situated in the 10th Civil District of Sullivan County, to-wit:

James & Robin Broome Property – James & Robin Broome
Leslie & Laura Bright Property – Leslie & Laura Bright
Danny & Virginia Hester Property – Danny & Virginia Hester

WHEREAS, since said owners have either rejected the offer to purchase by the City of Kingsport or have, to this date, not executed a deed, the Public Works Department has requested that the city attorney institute condemnation proceedings to acquire said property for the greenbelt extension project.

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

1. That the recommendation of the Public Works Department to initiate condemnation proceedings to secure the referenced property is well taken and is hereby approved.

2. Further, that the city attorney of the City of Kingsport, Tennessee, is hereby authorized to institute condemnation proceedings to acquire certain property located in the 10th Civil District of Sullivan County, to-wit:

James & Robin Broome Property – James & Robin Broome
Leslie & Laura Bright Property – Leslie & Laura Bright
Danny & Virginia Hester Property – Danny & Virginia Hester

ADOPTED this the 1st day of May, 2018.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. 6696

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works project:

Eastern Greenbelt Extension Project

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

JOHN CLARK, Mayor

ATTEST:

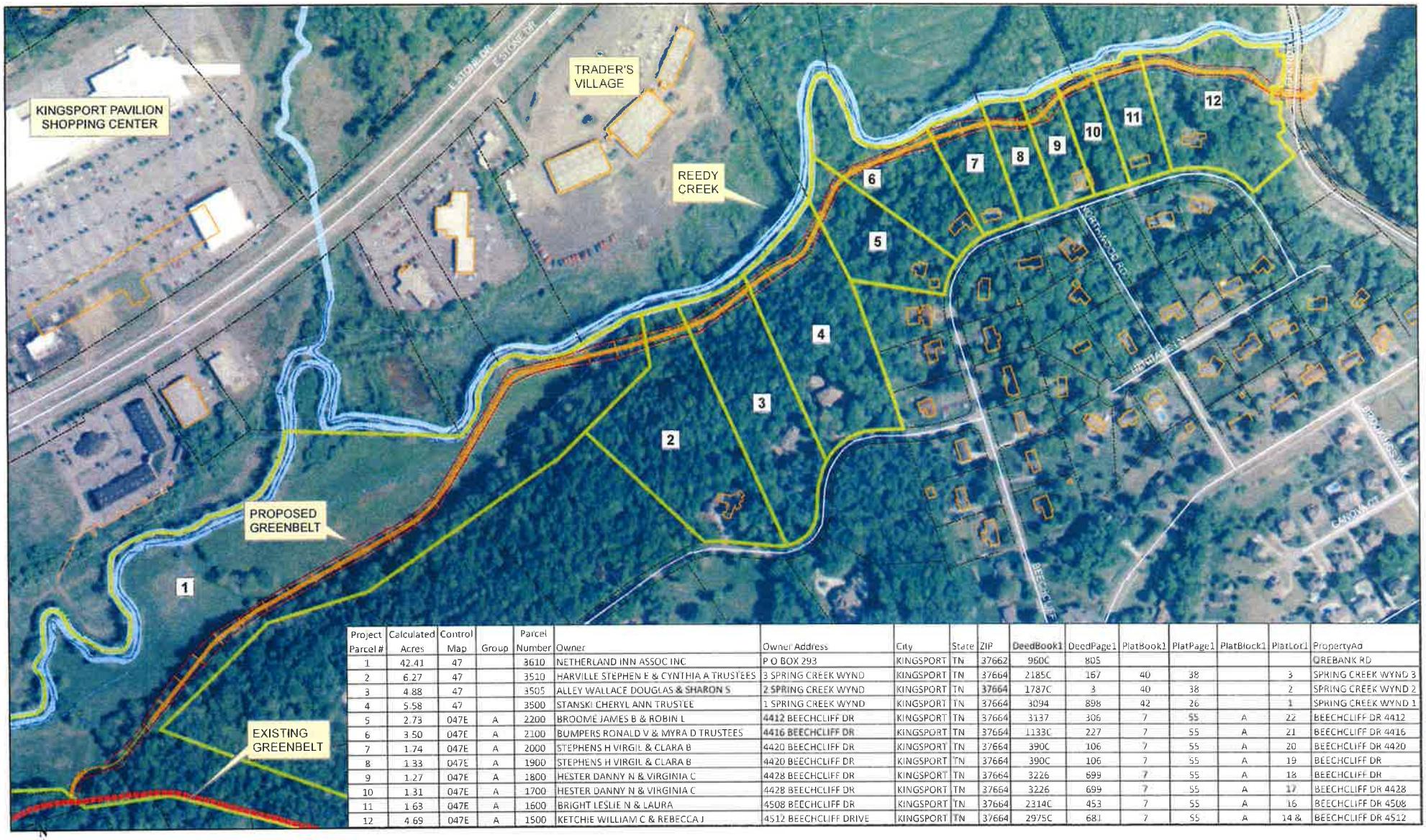
ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: September 19, 2017

PASSED ON 2ND READING: October 3, 2017



Project Parcel #	Calculated Acres	Control Map	Group	Parcel Number	Owner	Owner Address	City	State	ZIP	DeedBook1	DeedPage1	PlatBook1	PlatPage1	PlatBlock1	PlatLot1	PropertyAd
1	42.41	47		3610	NETHERLAND INN ASSOC INC	P O BOX 293	KINGSPORT	TN	37662	960C	805					OREBANK RD
2	6.27	47		3510	HARVILLE STEPHEN E & CYNTHIA A TRUSTEES	3 SPRING CREEK WYND	KINGSPORT	TN	37664	2185C	167	40	38		3	SPRING CREEK WYND 3
3	4.88	47		3505	ALLEY WALLACE DOUGLAS & SHARON S	2 SPRING CREEK WYND	KINGSPORT	TN	37664	1787C	3	40	38		2	SPRING CREEK WYND 2
4	5.58	47		3500	STANSKI CHERYL ANN TRUSTEE	1 SPRING CREEK WYND	KINGSPORT	TN	37664	3094	898	42	26		1	SPRING CREEK WYND 1
5	2.73	047E	A	2200	BROOME JAMES B & ROBIN L	4412 BEECHCLIFF DR	KINGSPORT	TN	37664	3137	306	7	55	A	22	BEECHCLIFF DR 4412
6	3.50	047E	A	2100	BUMPERS RONALD V & MYRA D TRUSTEES	4416 BEECHCLIFF DR	KINGSPORT	TN	37664	1133C	227	7	55	A	21	BEECHCLIFF DR 4416
7	1.74	047E	A	2000	STEPHENS H VIRGIL & CLARA B	4420 BEECHCLIFF DR	KINGSPORT	TN	37664	390C	106	7	55	A	20	BEECHCLIFF DR 4420
8	1.33	047E	A	1900	STEPHENS H VIRGIL & CLARA B	4420 BEECHCLIFF DR	KINGSPORT	TN	37664	390C	106	7	55	A	19	BEECHCLIFF DR
9	1.27	047E	A	1800	HESTER DANNY N & VIRGINIA C	4428 BEECHCLIFF DR	KINGSPORT	TN	37664	3226	699	7	55	A	18	BEECHCLIFF DR
10	1.31	047E	A	1700	HESTER DANNY N & VIRGINIA C	4428 BEECHCLIFF DR	KINGSPORT	TN	37664	3226	699	7	55	A	17	BEECHCLIFF DR 4428
11	1.63	047E	A	1600	BRIGHT LESLIE N & LAURA	4508 BEECHCLIFF DR	KINGSPORT	TN	37664	2314C	453	7	55	A	16	BEECHCLIFF DR 4508
12	4.69	047E	A	1500	KETCHIE WILLIAM C & REBECCA J	4512 BEECHCLIFF DRIVE	KINGSPORT	TN	37664	2975C	681	7	55	A	14 &	BEECHCLIFF DR 4512

N
W E
S

Proposed Eastern Greenbelt Extension Location Map

1 inch = 300 feet

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Renew Workers' Compensation Third Party Administration Services for the City and the School System

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

Action Form No.: AF- 68-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: Evans
Presentation By: Evans

Recommendation:
Approve the Resolution.

Executive Summary:
The City has maintained a successful self-funded workers' compensation program for employees of the government and the schools for over twenty-five years. As part of that program, Third Party Administration services are obtained through an outside vendor. The City has utilized the services of Tri-State Claims in Kingsport for many years, and our current contract is set to expire on July 1, 2018.

Competitive quotes were obtained to evaluate interested TPA service providers. Four quotes were requested and two were received. Tri-State Claims provided the lowest quote for comparable services at $25,200 per year administrative fees, with a rate guarantee throughout a three (3) year contract with the option of two additional twelve month extensions at the same rate. This rate is the same as our current contract with Tri-State Claims.

Attachments:
1. Resolution
2. Tri-State Claims Quote
3. Scope of Services

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROPOSAL OF B&E INC., D/B/A TRI-STATE CLAIMS FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION SERVICES. FOR THE CITY AND KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH TRI-STATE CLAIMS AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city currently has self-funded workers' compensation program for employees for the city and schools with B&E Inc., d/b/a Tri-State Claims, which is set to expire on July 1, 2018; and

WHEREAS, request for proposals were obtained to evaluate interested TPA service providers; and

WHEREAS, upon review of the proposals staff finds that B&E Inc., d/b/a Tri-State Claims is the lowest responsible compliant offer meeting specifications for the service desired and is in the best interest and advantage to the city to enter into a contract with B&E Inc., d/b/a Tri-State Claims, $25,200 per year administrative fees, with a guaranteed rate for three years with the option of two additional twelve month extensions at the same rate.

Now therefore,

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

SECTION I. That the proposal of B&E Inc., d/b/a Tri-State Claims to act as provider and administrator for the city's and the Kingsport City School's self-funded Workers' Compensation Third Party Administration Services, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with B&E Inc., d/b/a Tri-State Claims and any and all documents necessary and proper to effectuate the purpose of the agreement.

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

ADOPTED this the 1st day of May, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Kingsport, Tennessee

Request for Formal Quote

Workers' Compensation Third Party Administration Services

It is the intent of the City of Kingsport to obtain formal quotes from qualified providers of Workers' Compensation Third Party Administration services. The required services are outlined on the attached "Scope of Services" document. The quotes requested are to mirror our current program. Services in addition to those listed will be given consideration but must be; a) quoted separately as an additional fee, or b) if included in a base administration fee, noted as an additional service. *The City of Kingsport shall have the sole interpretation of service requirements and shall have final determination whether submitted quotes and explanation of services provided satisfy the requirements of the requested Third Party Administration Services.*

The City of Kingsport's current workers' compensation program is self-funded and largely self-administered, with one dedicated staff person. The City purchases reinsurance/stop-loss through Safety National, with a self-insured retention of $500,000 for all claims incurred. The workers' compensation program covers all employees of the City of Kingsport local government and K-12 school system, approximately 2050 employees.

All claims and bills are filed through the City of Kingsport Risk Management department. Risk Management handles all employee contact, receiving and coding WC forms, offering physician panels, determining claim eligibility, maintaining WC files for employee, coordinating light/restricted duty task assignments, approving medical treatment (with assistance of UR if necessary), and all tasks associated with settling claims, including scheduling with TDOL and preparation of documents.

Our WC TPA is expected to process all claims through the state system including filing all documentation, pay all bills after city approval, maintain fiduciary/financial records of the program, file all necessary documentation with the State of Tennessee to maintain self-funded status for the City of Kingsport, maintain computerized records allowing City access, contract with medical provider/PPO networks, Utilization Review, Bill Review and obtain quotes from reinsurance/stop-loss carriers annually. Details are on the attached Scope of Services.

City of Kingsport Workers' Compensation Third Party Administration Quote Sheet – 2018

Company Name: B&E Inc. dba Tri State Claims

Contact Information: John McInturff III

200 E. Main St., Suite 200 Kingsport Tn. 37662

jmcinturff@tsclaims.com

423-230-2247; 423-647-2740

Andrea Hillis

ahillis@tsclaims.com

423-230-2247; 423-293-4882

Pricing for items requested in this quote and not specifically listed separately on this sheet will be assumed to be included in the base administrative price. No additional compensation will be eligible to be paid to the selected vendor for any service in this document

Base Administration Fee	$2100 per month
One-Time Setup Fee	0
Per Claim Fee(s)	0
PPO Access Fee(s)	20% of savings below fee schedule
Bill Review Fee(s)	$1.10 per line
Negotiation & specialty Bill Audit	20% of savings below fee schedule
Clinical Bill Review	20% of savings below fee schedule

Prof. Nurse Bill Review	20% of savings below fee schedule
Includes CMS Reporting and State reporting	
Utilization Review Fee(s)	Nurse Review $110.00
	Physician Review $250.00
Case Management Fee(s)	$78.00 per hour /$39.00 per hour travel
PBM Access and Fee(s)	Retail Card Program
	Brand Drugs AWP minus 11%
	Generic Drugs AWP minus 36%
	Mail Order Program
	Brand Drugs AWP minus 14%
	Generic Drugs AWP minus 40%
Stop Loss/Reinsurance Placement Assistance – (Broker Fees, Commissions)	15% commission
Medicare Set-Aside Services	Standard MSA $2000
	Catastrophic MSA $2500

We are willing to offer a 3 year contract with the above rates with the option of Two (2) 12 month extensions not to exceed 5 years in total.

Tri State Claims does meet all requested scope of Services.

- File workers' compensation claims and all necessary updates electronically through the Electronic Data Interchange (EDI).
- File all documentation necessary for Self-Funding with the State of Tennessee
- Obtain annual quotes on Stop-Loss/Reinsurance and present to City
- Process all claims, including but not limited to reserving, payment and filing reports.
- Develop and maintain adequate claim reserve calculations and provide continuous review of same to reflect changes.
- Notify the City of Kingsport of any legal or administrative actions that affect their claims including: appeals, pre notification of depositions, request for benefits.
- Maintain knowledge of laws and regulations regarding State of Tennessee workers' compensation and advise City of any changes
- Maintain a complete claim file for each claim that shall be available for review by the City at any time. Close all files within sixty (60) days of last activity and a summary closing report provided to the City. Submit monthly claim and expenses summary reports.
- Allow City of Kingsport the ability to electronically view the progression of any of their claims.
- Provide the City of Kingsport access to its employees' claim files and related data during normal business hours.
- Review medical provider bills or negotiate with a provider network for discounts and other cost saving measures through PPO contracts, managed care contracts and/or other means. Must check for appropriateness of fees charged utilizing the Tennessee Official Medical Fee Schedule.
- Provide access to Pharmacy Benefit Management services with tracking to ensure only related pharmacy expenditures are paid
- Provide timely payment of benefits as set by the Tennessee Department of Labor rule 0800-02-17.
- Maintain and balance the City of Kingsport workers' compensation claims checking account. The TPA shall be responsible for payments of benefits from this account, reconciliation of this account and periodic reporting on account status.
- Provide a list of payments along with an invoice monthly in order to reimburse the funds into the bank account. Provide verification of bank account balance monthly.
- Calculate the City of Kingsport's experience modifier each year with an explanation of calculations, development and other rating information.
- Provide a detailed listing of open claims and closed claims by department, including claimant name and claim number.
- Maintain Internet based claim system with City access 24 hours a day, 7 days a week to view, generate loss runs or other claim reports.
- Provide ability to export claim data into various Microsoft products, i.e. word, excel, power point
- Provide scheduled loss reports to be sent electronically to the City of Kingsport each month, each quarter and upon request. These reports will include, but not limited to:
    - Detailed listing of open claims & closed claims
    - Summaries of all open and closed claims
    - Claims cost detail.
    - Claims by department
    - Claim trending
    - Financial reconciliation ledger

The City of Kingsport will have final approval for all outside case management services utilized, including but not limited to defense attorneys, nurse case managers, vocational experts and investigative firms.

The City of Kingsport must pre-approve the pursuit of any third party action/subrogation claim.

Request for surveillance must be discussed and approved by the City of Kingsport.

The City reserves the right to audit the City's account with the TPA at any point during the contract, with advance notice of at least five (5) calendar days

Please advise of your ability to provide customized reports and any additional cost of providing these reports.

- Customized reports that may include:
  - job titles
  - injury types
  - loss causation
  - lost workdays
  - cost containment activities and fees charged for these activities (bill review, utilization review, etc.).

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Accept the Proposal of CareHere as the Provider of Health, Wellness and Occupational Medicine Clinic Services for City of Kingsport Employees

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

Action Form No.: AF-73-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: Committee
Presentation By: DeCroes

Recommendation:
Approve the Resolution.

Executive Summary:
Proposals were opened on Tuesday, March 20, 2018, at 4:00 p.m. After evaluation of the proposals, the top two candidates were selected, with some clarification needed from one. When the clarifying information was provided, an interview was held with the highest ranked agency that was not the current provider. Evaluation of that information and the interview confirmed that the proposal would be estimated at over $73,000 more than the current provider on an annual basis and would not provide a better benefit for our employees.

Therefore, it is recommended that we remain with CareHere, our current clinic services provider, who has agreed to continue their administrative services fees at the same rate they have charged since 2013. This rate will hold for a three year contract with the potential of two additional renewal years, should the City so choose. All additional expenses will continue to be transparent and pass-through, with no markup.

Attachments:
1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROPOSAL OF CAREHERE, LLC, D/B/A CAREHERE MANAGEMENT, PLLC, AS THE PROVIDER AND ADMINISTRATOR OF HEALTH, WELLNESS, AND OCCUPATIONAL MEDICINE SERVICES AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CAREHERE, LLC, D/B/A CAREHERE MANAGEMENT, PLLC, AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city entered into a five year contract with CareHere, LLC, d/b/a CareHere Management, PLLC, as a provider of employee health, wellness and occupational medicine services for the city of Kingsport in June 2013; and

WHEREAS, responses to the request for proposals were opened on March 20, 2018, for a provider of employee health, wellness and occupational medicine services for the City of Kingsport; and

WHEREAS, upon review of the proposals, the board finds that CareHere, LLC, d/b/a CareHere Management, PLLC, is the lowest responsible compliant offer meeting specifications for the service desired and is in the best interest and advantage to the city to award the contract to CareHere, LLC, d/b/a CareHere Management, PLLC, for the term of three years with the option to renew for two additional years, with an annual cost estimated to be $755,620.00;

Now therefore,

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

SECTION I. That the proposal of CareHere, LLC, d/b/a CareHere Management, PLLC, to act as provider and administrator for the city employee health, wellness and occupational medicine clinic, 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, an agreement with CareHere, LLC, d/b/a CareHere Management, PLLC as the provider and administrator for the city's health, wellness and occupational medicine clinic, similar to the agreement of 2013, business associate agreements and any and all documents necessary and proper to effectuate the purpose of the agreement.

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

ADOPTED this the 1st day of May, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (BWH) and the Regional Center for Health Professions (RCHP)

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

Action Form No.: AF-25-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: Commission
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
The lease agreements with Northeast State Community College for two facilities in the Academic Village, Blazier-Wilson Hall and the Regional Center for Health Professions, will expire June 30, 2018 and July 31, 2018 respectively.

The Kingsport Higher Education Commission is recommending an extension of these lease agreements through June 30, 2020 to align with the Higher Education Center contract so that all agreements are on the same cycle.

The leases being recommended have the same terms as those expiring.

Attachments:
1. Resolution

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF THE LEASEs WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL AND THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AGREEMENT

WHEREAS, the two leases of the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, and one for space in the Regional Center for Health Professions (RCHP), located at 300 West Main Street, are set to expire in June 30, 2018, and in July 30, 2018 respectively; and

WHEREAS, the city and the Tennessee Board of Regents would like to renew the leases, and have a June 30, 2020, expiration date for both at the same time;

WHEREAS, the other terms of the lease will remain the same.

Now therefore,

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

SECTION I. That the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

This Lease, entered into as of this_____day of_____, made by and between

the City of Kingsport, Tennessee

hereinafter called the Lessor, and

the Tennessee Board of Regents, on behalf of

Northeast State Community College

hereinafter called the State.

WITNESSETH:

1. LOCATION: The Lessor hereby leases unto the State those certain premises with the appurtenances situated in the County of **Sullivan**, City of **Kingsport**, located at **222 West Main Street**

2. DESCRIPTION: The premises above are more particularly described as follows:

Bulding located at 222 West Main Street containing 12,000 rentable square feet to be used for educational facilities. The building consists of four (4) classrooms, three (3) computer labs, a Learning Resource Center ara, a general administrative area, a mechanical space and a communications room, storage area, break room, plus restrooms and hallways.

Being (part of) the same property further described in last recorded instrument conveyed to the Lessor in

Deed Book **1342C ,** Page **76**, recorded in the Register's Office, **Sullivan** County, Tennessee

3. TERM: The term of this lease

Shall Commence on **July 1, 2018** and shall end on **June 30, 2020**

with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

4. RENTAL:

a)State shall pay rental in arrears on the last day of the payment period as follows:

Annual rent of **$49,000**, payable in installments of **$4,083.33** per **month**.

Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

b) AUTOMATIC DEPOSITS: Lessor shall complete and execute an Authorization Agreement for Automatic Deposits (ACH Credits) Form, using the form provided to Lessor by State. Once this executed form has been provided to State by Lessor, all payments to Lessor under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. Lessor shall not invoice State for services until Lessor has executed this form and submitted it to State. The debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

5. TERMINATION:

a)FOR CONVENIENCE:

State may terminate this lease at any time by giving written notice to the Lessor at least **90** days prior to the date when such termination becomes effective.

Notice shall commence on the day after the date of mailing.

b) FOR CAUSE: The State may in its sole discretion terminate this lease at any time for any of the following causes:

1) Failure of the Lessor to provide any of the services required under the terms of this lease;

2) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the leased premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the leased premises, except where deficiencies are caused by State;

3) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created;

4) Termination or consolidation of the State operations or programs housed in the leased premises because of loss of funding or otherwise;

5) Lack of funding by the appropriate Legislative Body for obligations required of the State under this lease;

6) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this lease;

7) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the lease has been in effect for one year; and,

8) Any other breach of the terms of this lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

6. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:	To the State at:
The City of Kingsport Office of City Manager 225 West Center Street Kingsport, TN 37660	**Northeast State Community College Office of Chief Financial Officer 2425 Highway 75-PO Box 246 Blountville, TN 37617**

7. ASSIGNMENT AND SUBLETTING: The State shall not assign this lease without the written

consent of the Lessor, but shall in any event have the right to sublet the leased premises.

8. INSPECTION: The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.

9. ALTERATIONS: The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

10. SURRENDER OF POSSESSION: Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.

11. QUIET POSSESSION: Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. REPAIR AND MAINTENANCE:

a)During the lease term, Lessor shall maintain the leased premises and appurtenances which it provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee.

b) Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters.

c)In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

13. APPROPRIATIONS: All terms and conditions of this lease are made subject to the continued appropriations by the appropriate Legislative Body.

14. DESTRUCTION:

a)If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

b) In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the leased premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

c)In the event the State remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus

precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

15. SERVICES AND UTILITIES:

a)The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

1) ___ All utilities (except telephone)
2) ___ Janitor Services & Supplies
3) X Drinking Fountain
4) ___ Elevator Service
5) X Hot and Cold Water Equipment
6) ___ Restroom Supplies
7) X Heat Equipment
8) X Air Conditioning Equipment

b) The **janitorial service**, if provided above, shall be provided in accordance with the following schedule:

1) Daily:

Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.

2) Weekly:

Mop all floors and dust all venetian blinds. Vacuum carpets, if any.

3) Every Other Month:

Strip and wax all floors.

4) Semi-Annually:

Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

c)In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.

16. SERVICES CREDIT: Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

17. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

18. HOLDING OVER: In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

19. FINANCIAL INTEREST: The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.

20. CODES: The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.

21. SPACE AUDIT: The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of its knowledge. The State reserves the right to perform physical measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

22. PEST CONTROL: The Lessor shall maintain the premises in a condition that is free of pests,

rodents, and other vermin.

23. The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this agreement has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.

24. Payment of Taxes: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this lease and is not authorized to pass through the amount of such taxes to the State.

25. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Regional Center for Health Professions (RCHP) located at 300 West Main Street, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

This Lease, entered into as of this_____day of_____, made by and between

the City of Kingsport, Tennessee

hereinafter called the Lessor, and

the Tennessee Board of Regents, on behalf of

Northeast State Community College

hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The Lessor hereby leases unto the State those certain premises with the appurtenances situated in the County of **Sullivan**, City of **Kingsport**, located at 300 **West Main Street**
2. **DESCRIPTION:** The premises above are more particularly described as follows:
   Building located at 300 West Main Street containing approximately 43,000 square feet to be used for higher education facilities.
   Being (part of) the same property further described in last recorded instrument conveyed to the Lessor in
   Deed Book **2697C** , Page **0001**, recorded in the Register's Office, **Sullivan** County, Tennessee
3. **TERM:** The term of this lease
   Shall Commence on **August 1, 2018** and shall end on **June 30, 2020**
   with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.
4. **RENTAL:**
   a. State shall pay rental in arrears on the last day of the payment period as follows:
   Term rent of **$10.00**, payable in installments of **$0** per **0**.

with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

b. **AUTOMATIC DEPOSITS:** Lessor shall complete and execute an Authorization Agreement for Automatic Deposits (ACH Credits) Form, using the form provided to Lessor by State. Once this executed form has been provided to State by Lessor, all payments to Lessor under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. Lessor shall not invoice State for services until Lessor has executed this form and submitted it to State. The debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

5. TERMINATION:

a. FOR CONVENIENCE:

State may terminate this lease at any time by giving written notice to the Lessor at least **90** days prior to the date when such termination becomes effective.

Notice shall commence on the day after the date of mailing.

b. **FOR CAUSE:** The State may in its sole discretion terminate this lease at any time for any of the following causes:

1) Failure of the Lessor to provide any of the services required under the terms of this lease;

2) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the leased premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the leased premises, except where deficiencies are caused by State;

3) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created;

4) Termination or consolidation of the State operations or programs housed in the leased premises because of loss of funding or otherwise;

5) Lack of funding by the appropriate Legislative Body for obligations required of the State under this lease;

6) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this lease;

7) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the lease has been in effect for one year; and,

8) Any other breach of the terms of this lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

6. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:	To the State at:
The City of Kingsport	**Northeast State Community College**
Office of City Manager	**Office of Chief Financial Officer**
225 West Center Street	**2425 Highway 75-PO Box 246**
Kingsport, TN 37660	**Blountville, TN 37617**

7. ASSIGNMENT AND SUBLETTING: The State shall not assign this lease without the written consent of the Lessor, but shall in any event have the right to sublet the leased premises.

8. INSPECTION: The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.

9. ALTERATIONS: The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or

expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

10. SURRENDER OF POSSESSION: Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.

11. QUIET POSSESSION: Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. REPAIR AND MAINTENANCE:

a. During the lease term, Lessor shall maintain the leased premises and appurtenances which it provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee.

b. Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters.

c. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

13. APPROPRIATIONS: All terms and conditions of this lease are made subject to the continued appropriations by the appropriate Legislative Body.

14. DESTRUCTION:

a. If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

b. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety
(90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.

c. In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the leased premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

d. In the event the State remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

15. SERVICES AND UTILITIES:

a. The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

1) ___ All utilities (except telephone)

2) ___ Janitor Services & Supplies
3) X Drinking Fountain
4) ___ Elevator Service
5) X Hot and Cold Water Equipment
6) ___ Restroom Supplies
7) X Heat Equipment
8) X Air Conditioning Equipment

b. The **janitorial service**, if provided above, shall be provided in accordance with the following schedule:

1) Daily:

Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.

2) Weekly:

Mop all floors and dust all venetian blinds. Vacuum carpets, if any.

3) Every Other Month:

Strip and wax all floors.

4) Semi-Annually:

Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

c. In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.

16. SERVICES CREDIT: Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

17. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

18. HOLDING OVER: In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

19. FINANCIAL INTEREST: The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.

20. CODES: The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.

21. SPACE AUDIT: The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of its knowledge. The State reserves the right to perform physical measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

22. PEST CONTROL: The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.

23. The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this agreement has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.

24. Payment of Taxes: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of

ownership of the property subject to this lease and is not authorized to pass through the amount of such taxes to the State.

25. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 1st day of May, 2018.

_____

JOHN CLARK, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Apply for and Receive a DOJ-Office of Justice Programs' Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant

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

Action Form No.: AF-65-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: Capt. Gore
Presentation By: Chief Quillin

Recommendation:
Approve the Resolution.

Executive Summary:
The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the Bulletproof Vest Program.

The Police Department budgets for and purchases vests each year as they are replaced due to expiration, wear and tear, or as new officers are hired. This grant program provides reimbursement to law enforcement agencies at up to 50% of their total vest expenditures. This grant application requests approval of application for $10,075. The actual amount approved may be slightly more or less.

Attachments:
1. Resolution

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS' BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

WHEREAS, the city, through the Kingsport Police Department, would like to apply for a grant through the Department of Justice – Office of Justice Programs' Bureau of Justice Assistance, which will provide funds to assist with the acquisition of bulletproof vests; and

WHEREAS, the funds will assist the city and the Kingsport Police Department in the reimbursement to law enforcement agencies, up to fifty percent (50%) of their total vest expenditures; and

WHEREAS, this grant application requests approval of application for $10,075.00, although the actual amount approved may be slightly more or less.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Department of Justice – Office of Justice Bureau of Justice Assistance for the Bulletproof Vest Partnership Reimbursement Grant.

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

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

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

ADOPTED this the 1st day of May, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Easements and Rights-of-Way for Minor Intersection Improvements Project – Granby Road and Williams Road

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

Action Form No.: AF-69-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: R. Trent; T. Elsea
Presentation By: R. McReynolds

Recommendation:
Approve the offers.

Executive Summary:
The Public Works Department has requested rights-of-way and easements across affected properties to improve a sight distance issue at the intersection of Granby Road and Williams Road. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

Tax Map/Parcel	Property Owner/s	Slope Easement Area	Appraised Value
029-O; A-016.00	Thelma G. Hensley 1545 Granby Road Kingsport, TN 37660	Perm. 3,085 sq. ft.	$568.00
029-O; B-001.00	Ft. Robinson Realty Associates c/o Rachel Burch 1025 Stagshaw Lane Kingsport, TN 37660	Perm. 2,214 sq. ft.	$186.00

This project will be funded under #GP1848.

Attachment:
1. Project Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

SIGHT DISTANCE IMPROVEMENTS FOR
GRANBY ROAD
KINGSPORT, TENNESSEE

PROJECT LOCATION MAP
2017-C13

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approve Receiving a Grant from the East Tennessee Foundation for Kingsport Centennial Park

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

Action Form No.: AF-72-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: Chris McCartt
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
The East Tennessee Foundation has awarded Grant No. 21355 in the amount of $1,350 to the City of Kingsport to support ongoing park operations at Centennial Park. This will close the Kingsport Community Foundation Centennial Park Project Fund. The award letter must be executed to approve the receipt of the grant. The letter sets out the terms and conditions of the grant donation.

Attachments:
1. Resolution
2. Letter

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE AN EAST TENNESSEE FOUNDATION GRANT FOR KINGSPORT CENTENNIAL PARK

WHEREAS, the city, through Kingsport Community Foundation Centennial Park Project, has received a grant of $1,350.00 from the East Tennessee Foundation; and

WHEREAS, the funds will close out the Kingsport Community Foundation Centennial Park Project Fund; and

WHEREAS, the award letter sets outs the terms and conditions of the grant donation.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive grant funds from the East Tennessee Foundation in the amount of $1,350.00, which will provide funds to close out the Kingsport Community Foundation Centennial Park Project.

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

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

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

ADOPTED this the 1st day of May, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

April 19, 2018

The Honorable John Clark
City of Kingsport
225 West Center Street
Kingsport, TN 37660-4237

Dear Mayor Clark:

The Board of Directors of East Tennessee Foundation is pleased to inform you that the City of Kingsport has been approved to receive a grant in the amount of $1,350 from the Kingsport Community Foundation Centennial Park Project Fund of East Tennessee Foundation. With the Park Project successfully completed, Kingsport Community Foundation Centennial Park Project Fund will be closed, with these remaining funds awarded to support ongoing Park operations.

Please read your grant award letter carefully. If you have any questions about the terms, conditions, or any other aspect of the Kingsport Community Foundation Centennial Park Project Fund, please contact Trudy Hughes, Vice President for Regional Advancement.

The terms and conditions of this award are as follows:

1. Grant Number: Please refer to this grant as grant number 21355 in all correspondence regarding this award.

2. Public Acknowledgement: Raising public awareness of Kingsport Community Foundation and East Tennessee Foundation is a grant requirement. In particular, East Tennessee Foundation:
   - Requires the City of Kingsport to acknowledge this grant and the support of Kingsport Community Foundation and East Tennessee Foundation on all listings of your annual funders.
   - Requires the City of Kingsport to acknowledge Kingsport Community Foundation and East Tennessee Foundation in all appropriate programs and publications, permanent site recognition, printed materials, press releases, or media coverage pertaining to the Greater Kingsport Centennial Park Project.
   - Requests that the City of Kingsport display a link to East Tennessee Foundation's website (www.easttennesseefoundation.org) on its website.

3. General Terms and Conditions: The City of Kingsport agrees:
   - To use the funds from this award only for the designated purposes and not for any other purpose without advance written approval from East Tennessee Foundation;
   - To notify ETF of any change in the City of Kingsport's executive or key staff for this project, or any other change that impairs the City's ability to utilize the grant as intended;
   - To maintain books and records adequate to demonstrate that the funds were expended for the purpose intended;

520 W. SUMMIT HILL DRIVE
SUITE Nº 1101
KNOXVILLE, TN 37902
easttennesseefoundation.org

865 524-1223
877 524-1223 TOLL-FREE
865 637-6039 FAX
EMAIL etf@etf.org

East Tennessee Foundation has been confirmed in compliance with National Standards for U.S. Community Foundations

- To give ETF reasonable access to the City of Kingsport's files and records for the purposes of making audits and verifications as it deems necessary concerning the grant; and
- To return any unexpended funds to East Tennessee Foundation or any portion of the grant that is not used for the purposes specified in this grant award letter

4. Acceptance of Grant Award and Check: To acknowledge your acceptance of this grant award and check, please return the signed original of this letter to East Tennessee Foundation.

5. Equal Opportunity: By accepting this grant award, the City of Kingsport certifies that it is an equal opportunity employer and provider of services.

Congratulations on the award and completion of the Greater Kingsport Centennial Park Project!

Sincerely,

Michael T. McClamroch
President & CEO

Accepted By:

_____
Print Name and Title

_____
Signature

_____
Date

Enclosure

cc: Mr. James L. Harlan, II

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Resolution Authorizing a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on J.B. Dennis

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

Action Form No.: AF-71-2018
Work Session: April 30, 2018
First Reading: N/A

Final Adoption: May 1, 2018
Staff Work By: Ronnie Hammonds
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
Each year the City of Kingsport enters into agreements with the State for reimbursement of maintenance performed on state routes. The first agreement includes Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard and limited portions of Rock Springs Road, Rock Springs Drive and Poplar Grove. Maintenance activities for this agreement include: shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control. A separate agreement covers John B. Dennis and a limited portion of I-26. Activities on these two roads include litter and mowing only. Tracked on a monthly basis, these activities are performed by Traffic Engineering, Street Maintenance and Right-of-Way Maintenance. Reimbursement is requested monthly based on the terms of the contract. Most costs are reimbursed at $0.15 per square yard. Reimbursement is limited to 12 litter control cycles and 6 mowing cycles annually. The limiting amount of the contract is $255,426.15 for FY 2019. Total roadway surface equals 1,592,301 square yards. Mowing acreage totals 201 at $45 per acre, and litter control covers 150.72 miles at $50 per mile. Mowing and litter control for John B. Dennis and I-26 includes 138.47 acres of mowing and 14.01 miles of litter control for a total contract amount of $52,137.

Attachments:
1. Resolution

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2019 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED IN THE KINGSPORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, the city desires to enter into a contract for fiscal year 2019 with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits;

WHEREAS, the routes included in the contract are Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard, portions of John B. Dennis Highway, and, also this year, limited portions of I-26; and

WHEREAS, the maintenance activities include shoulder work, snow removal, spot patching, ditch work, crack sealing, paint and striping, sweeping, mowing and litter control; and

WHEREAS, the maximum amount of the contract is $255,426.15 for fiscal year 2019; and

WHEREAS, the contract for mowing and litter control for John B. Dennis includes 138.47 acres of mowing and 14.01 miles of litter control for a total contract amount of $52,137.00.

Now therefore,

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

SECTION I. That an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits 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 State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits 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:

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for

the provision of the routine maintenance of state routes as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract#: CMA 1845

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann.§ 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2018 ("Effective Date"}, and extend for a period of twelve (12) months after the Effective Date ('Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred fifty-five thousand four hundred twenty-six dollars and fifteen cents ($255,426.15). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

C.2. Compensation Firm: The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	**Amount** (per compensable increment)

"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey
3213 North Roan St.
Johnson City, TN 37601

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

(1) Invoice Number (assigned by the Contractor)
(2) Invoice Date
(3) Contract Number (assigned by the State)
(4) Customer Account Name: Tennessee Department of Transportation
(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
(9) Contractor Remittance Address
(10) Description of Delivered Service
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
iv. Amount Due by Service
v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. 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 invoiced.

C.7. Invoice Reductions The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor 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 Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.S. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated* Section 12-4-401 *et seq.*.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance Failure by any party to this Contract to insist in any one or more cases

upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee 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. The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated,* Sections 9-8-101 through 9-8-407.

D.18. Completeness This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State: Brian Ramsey
District 17 Operations Supervisor
State of Tennessee Department of Transportation
3213 North Roan St.
Johnson City, TN 37601
Brian.Ramsey@tn.gov
Telephone# (423) 282-0651
FAX# (423) 854-5310
The Contractor:
Ryan McReynolds

Public Works Director
225 West Center Street
Kingsport, TN 37660-4237
RyanMcReynolds@KingsportTN.gov
Telephone# (423)229-9398
Fax# (423)229-9473
All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance- Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 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 an agreement with State of Tennessee Department of Transportation for mowing and litter on John B. Dennis is approved.

SECTION V. 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 State of Tennessee Department of Transportation for mowing and litter on John B. Dennis 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:

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract #: CMA 1846

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width

so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann.§ 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann.§ 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2018 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability In no event shall the maximum liability of the State under this Contract exceed fifty-two thousand one hundred thirty-seven dollars and zero cents ($52,137.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	**Amount** (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

C.4. Travel Compensation The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey

3213 North Roan St.
Johnson City, TN 37601

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

(1) Invoice Number (assigned by the Contractor)

(2) Invoice Date

(3) Contract Number (assigned by the State)

(4) Customer Account Name: Tennessee Department of Transportation

(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)Contractor Name

(6) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract

(7) Contractor Contact for Invoice Questions (name, phone, and/or fax)

(8) Contractor Remittance Address

(9) Description of Delivered Service

(10) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced

ii. Number of Completed Units, Increments, Hours, or Days as applicable,of each service invoiced

iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced

iv. Amount Due by Service

v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;

(2) only be submitted for completed service and shall not include any charge for future work;

(3) not include sales tax or shipping charges; and

(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. 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 invoiced.

C.7. Invoice Reductions The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor 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 Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

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

Treasury).

D.3. Termination for Convenience The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated,* Section 12-4-401 *et seq.*

D.10, Monitoring The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee 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. The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated,* Sections 29-20-101 *et seq.*,

for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D .14 State Liability The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D .17 Governing Law This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated,* Sections 9-8-101 through 9-8-407.

D .18 Completeness This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:
Brian Ramsey
District 17 Operations Supervisor
State of Tennessee Department of Transportation 3213 North Roan St.
Johnson City, TN 37601
Brian.Ramsey@tn .gov
Telephone# (423) 282-0651
FAX# (423) 854-5310

The Contractor: Ryan McReynolds
Public Works Director
225 West Center Street
Kingsport, TN 37660-4237
RyanMcReynolds@KingsportTN.gov
Telephone# (423)229-9398
Fax# (423)229-9473

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

E.3. Subject to Funds Availability The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an

event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

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

ADOPTED this the 1st day of May, 2018.

ATTEST:

JOHN CLARK, Mayor

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Crosswalk Striping
2. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
4. Storm drainage
5. Traffic control signs and signals and any other traffic control or monitoring devices.
6. Street lighting
7. Street name signs
8. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
9. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.

2. The State will furnish and maintain route markers through the Municipalities.

"EXHIBIT B"

CITY OF KINGSPORT

MAXIMUM ALLOWABLE EQUIPMENT RATES

2018-2019 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"

CITY OF KINGSPORT

MAXIMUM ALLOWABLE EQUIPMENT RATES

2018-2019 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT A"
GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
435	Machine Mowing**	Acres
441	Litter Removal**	Roadway Miles

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.