

**REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, JUNE 13, 2017 – 6:00 P.M.
KINGSTON CITY HALL**

The Kingston City Council met in regular session on Tuesday, June 13, 2017 at 6:00 p.m. Mayor Neal called the meeting to order. Member Brown gave the Invocation and Vice Mayor Childs led the pledge. Upon roll call the following members were present: Council Member Brown, Vice Mayor Childs, Council Member Humphreys, Council Member Stockton, and Council Member Wright. Staff present: City Manager David Bolling, City Attorney Jack McPherson, Finance Director Carolyn Brewer and City Clerk Marsha Marshall. Council Member White arrived after roll call.

PREVIOUS MINUTES

A motion was made by Council Member Wright, second by Council Member Stockton to waive the reading and approve as written the minutes of the regular meeting on May 9, 2017.

Roll Call Vote – 6 Ayes, 1 Absent

Council Member Brown – Aye

Council Member White –Absent

Vice Mayor Childs – Aye – Aye

Council Member Wright– Aye

Council Member Humphreys - Aye

Mayor Neal – Aye

Council Member Stockton – Aye

CITIZEN COMMENTS – Wade Creswell from Roane Alliance addressed Council about our Partnership, Marketing, Noah's Event Center update, Tourism Campaign- Soak in Roane- and WBIR Spotlight scheduled for July 17th.

Val McNabb addressed Council about the history of Detroit and wanted Council to look down the road about vacant buildings in the City.

REPORTS – MAYOR AND COUNCIL – Vice Mayor Childs spoke of the hard work by the Street Department cleaning up after the storms. Council Member Brown gave an update from the TML Conference.

CITY MANAGER – Mr. Bolling commented on the Street Department storm cleanup: gave updates on the Porter Park situation; spoke about the Police Department Drone - Alex French has tested and is now a Certified Pilot and all the time and effort that it took to get Certified.

ADDITION OF ITEMS TO THE MEETING AGENDA RECEIVED AFTER CLOSE OF AGENDA DEADLINE (BY UNANIMOUS CONSENT OF ALL MEMBERS PRESENT. – Add #9 in New Business Annual ETTD Contract approval

UNFINISHED BUSINESS –

1. Hearing on 115 Shubert Street (to be held at the conclusion of the Water Board meeting)

NEW BUSINESS –

1. First Reading of Ordinance No. 17-6-13-1 of the City of Kingston, Tennessee Adopting the Annual Budget and Setting the Tax Rate for the Fiscal Year Beginning July1, 2017, and Ending June 30, 2018

A motion was made to approve Ordinance No. 17-6-13-1 of the City of Kingston, Tennessee Adopting the Annual Budget and Setting the Tax Rate for the Fiscal Year Beginning July1, 2017, and Ending June 30, 2018 by Council Member White, second by Council Member Wright

Roll Call Vote – 7 Ayes

Council Member Brown – Aye

Council Member White –Aye

Vice Mayor Childs – Aye – Aye

Council Member Wright– Aye

Council Member Humphreys - Aye

Mayor Neal – Aye

Council Member Stockton – Aye

2. Discussion of the First Reading of Ordinance No. 17-6-13-2 Making and Fixing the Annual Budget for the Water and Sewer Department of the City of Kingston for the Fiscal Year

Beginning July 1, 2017, and Ending June 30, 2018; and Establishing Water and Sewer Rates and the Expenses of the Operation of the Kingston Water and Sewer Departments

A motion was made by Council Member White, second by Council Member Wright to approve the Ordinance No. 17-6-13-2 Making and Fixing the Annual Budget for the Water and Sewer Department of the City of Kingston for the Fiscal Year Beginning July 1, 2017, and Ending June 30, 2018; and Establishing Water and Sewer Rates and the Expenses of the Operation of the Kingston Water and Sewer Departments

Roll Call Vote – 7 Ayes

Council Member Brown – Aye
Vice Mayor Childs – Aye – Aye
Council Member Humphreys - Aye
Council Member Stockton – Aye

Council Member White –Aye
Council Member Wright– Aye
Mayor Neal – Aye

3. First Reading of Ordinance No. 17-6-13-3 to Amend the Budget Appropriation for Fiscal Year 2016/2017 for the City of Kingston

A motion was made by Council Member Wright, second by Vice Mayor Childs to approve Ordinance No. 17-6-13-3 to Amend the Budget Appropriation for Fiscal Year 2016/2017 for the City of Kingston

Roll Call Vote – 7 Ayes

Council Member Brown – Aye
Vice Mayor Childs – Aye – Aye
Council Member Humphreys - Aye
Council Member Stockton – Aye

Council Member White –Aye
Council Member Wright– Aye
Mayor Neal – Aye

4. Discussion of the First Reading of an Ordinance No. 17-6-13-4 Amending the Annual Budget for the Water and Sewer Department of the City of Kingston for the Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017

A motion was made by Council Member Wright, second by Vice Mayor Childs to approve Ordinance No. 17-6-13-4 to Amend the Budget Appropriation for Fiscal Year 2016/2017 for the Water and Sewer Department of the City of Kingston

Roll Call Vote – 7 Ayes

Council Member Brown – Aye
Vice Mayor Childs – Aye – Aye
Council Member Humphreys - Aye
Council Member Stockton – Aye

Council Member White –Aye
Council Member Wright– Aye
Mayor Neal – Aye

5. Approve the Annual Contract Between TDOT and the City of Kingston

A motion was made by Council Member Stockton, second by Council Member White to Approve the Annual Contract Between TDOT and the City of Kingston

Discussion: Council Member Brown requested clarification; Poplar Springs and I-40 over pass; City Manager David Bolling will get clarification but dollars will not change

Roll Call Vote – 7 Ayes

Council Member Brown – Aye
Vice Mayor Childs – Aye – Aye
Council Member Humphreys - Aye
Council Member Stockton – Aye

Council Member White –Aye
Council Member Wright– Aye
Mayor Neal – Aye

6. Approval for the City Manager to apply for the 2017 PetSafe Dog Park Grant

A motion was made by Council Member Stockton, second by Council Member Wright to proceed with application for the 2017 PetSafe Dog Park Grant

Discussion: Council Member Stockton stated this would be a Good Thing for the City since there is no current dog park in the County; City Manager David Bolling said the application would be submitted by the end of the month.

Roll Call Vote – 7 Ayes

Council Member Brown – Aye

Vice Mayor Childs – Aye – Aye

Council Member Humphreys - Aye

Council Member Stockton – Aye

Council Member White –Aye

Council Member Wright– Aye

Mayor Neal – Aye

7. Approval to authorize the City Manager to write a letter to Roane County regarding the potential future use of Roane County High School Property

A motion was made by Council Member Brown, second by Council Member Stockton to proceed with a letter to Roane County regarding the potential future use of Roane County High School Property

Discussion: Council Member Brown talked of options for the building and land; Council Member White talked about basketball facilities that will be available; Mayor Neal stated the first letter should come from City Manager David Bolling.

Roll Call Vote – 7 Ayes

Council Member Brown – Aye

Vice Mayor Childs – Aye – Aye

Council Member Humphreys - Aye

Council Member Stockton – Aye

Council Member White –Aye

Council Member Wright– Aye

Mayor Neal – Aye

8. Approve Changing the date for the July 4, 2017, City Council Workshop to June 27, 2017, Immediately Following the Public Hearing and Special Called City Council Meeting

A motion was made by Council Member White, second by Council Member Stockton to Approve Changing the date for the July 4, 2017, City Council Workshop to June 27, 2017, Immediately Following the Public Hearing and Special Called City Council Meeting

Roll Call Vote – 5 Ayes – 2 Nays

Council Member Brown – Nay

Vice Mayor Childs – Aye – Aye

Council Member Humphreys - Aye

Council Member Stockton – Aye

Council Member White –Aye

Council Member Wright– Nay

Mayor Neal – Aye

9. Approval for the Mayor to enter into annual Contract with East Tennessee Development District (ETDD) for planning services in the amount of \$10,175

A motion was made by Council Member Wright, second by Council Member White to approve the Mayor to enter into Contract with ETDD for planning services.

Discussion: Council Member White discussed the need since the State no longer does this for us; City Manager David spoke to the fact we have a new Planner – David Williams-and that this is a bargain price for the work and the same amount as last year.

Roll Call Vote – 7 Ayes

Council Member Brown – Aye

Vice Mayor Childs – Aye – Aye

Council Member Humphreys - Aye

Council Member Stockton – Aye

Council Member White –Aye

Council Member Wright– Aye

Mayor Neal – Aye

Mayor Neal called the Hearing regarding 115 Shubert Street to order- 7:15 PM

Hearing Officer – City Manager
Codes Enforcement – Chief Washam
Building Inspector – Mr. Cofer
Owner – Mr. Robbins
City Attorney – Jack McPherson
Council Members

City Attorney McPherson, City Manager Bolling, and Owner Mr. Robbins spoke about the property and the damage.

Vice Mayor Childs moved that the hearing be postponed for 4 months until the October Meeting, second by Council Member Stockton

Discussion- Council Member Wright spoke to owner about painting would help the appearance a great deal while work was in progress

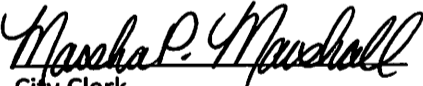
Roll Call Vote – 7 Ayes	
Council Member Brown – Aye	Council Member White –Aye
Vice Mayor Childs – Aye – Aye	Council Member Wright– Aye
Council Member Humphreys - Aye	Mayor Neal – Aye
Council Member Stockton – Aye	

Mayor Neal adjourned the meeting.

APPROVED 07-11-2017


Tim Neal, Mayor

ATTEST:


City Clerk

CITY OF KINGSTON 2017 - 2018 BUDGET ORDINANCE
ORDINANCE NO. 17-6-13-1

AN ORDINANCE OF THE CITY OF KINGSTON, TENNESSEE
ADOPTING THE ANNUAL BUDGET AND SETTING THE TAX RATE FOR THE FISCAL YEAR BEGINNING
JULY 1, 2017 AND ENDING JUNE 30, 2018

- WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and
- WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by the state statue, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and
- WHEREAS, the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current years (estimated) in a newspaper of the general circulation not less than (10) days prior to the meeting where the governing body will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF KINGSTON, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows:

General Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Local Taxes	\$3,464,453.00	\$3,664,850.00	\$3,716,873.00
Intergovernmental	\$1,461,097.00	\$1,236,512.00	\$1,089,972.00
Charges for services	\$955,184.00	\$432,316.00	\$466,620.00
Fines and Forfeitures	\$49,956.00	\$40,000.00	\$52,500.00
Miscellaneous Revenue	\$616,964.00	\$532,518.00	\$526,408.00
Licenses, permits, fees	\$1,150.00	\$1,400.00	\$2,050.00
TMBF LOAN FIRE TRUCK			\$486,440.00
Beginning Cash Balance	\$1,220,085.00	\$1,888,472.00	\$1,322,050.00
Total Available Funds	\$7,768,889.00	\$7,796,068.00	\$7,662,913.00

Waste Mgmt Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Garbage Tip Fees	\$287,276.00	\$312,002.00	\$297,856.00
Beginning Cash Balance			
Total Available Funds	\$287,276.00	\$312,002.00	\$297,856.00

Drug Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Court Fines and Cost	\$8,603.00	\$31,400.00	\$15,164.00
Beginning Cash balance	\$2,383.00	\$8,800.00	\$8,936.00
Total Available Funds	\$10,986.00	\$40,200.00	\$24,100.00

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Capital Improvements	\$795,261	\$256,814	\$522,088
City Administrative	\$626,073	\$545,768	\$606,510
Debt Service	\$330,162	\$324,579	\$373,432
Fire	\$927,953	\$913,460	\$1,005,455
General Government	\$289,975	\$281,353	\$391,569
Legislative	\$118,290	\$53,618	\$71,988
Library	\$227,275	\$208,294	\$208,294
City Court	\$22,233	\$23,524	\$26,675
Parks & Recreation	\$614,434	\$575,263	\$750,290
State Street Aid	\$157,681	\$159,874	\$161,500
Police	\$950,529	\$886,050	\$987,020
Public Works	\$844,669	\$816,750	\$1,026,711
Waste Management	\$287,276	\$294,244	\$297,856
Total Appropriations	\$6,191,811	\$5,339,591	\$6,429,388

Drug Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Police	\$17,710	\$9,200	\$24,100
Total Appropriations	\$35,700	\$9,200	\$24,100
Ending Cash Balance	\$15,695	\$8,741	

SECTION 3: At the end of the current fiscal year the governing body estimates balance as follows:

General Fund	\$1,391,559.00
Water/Sewer Fund	\$1,677,485.00
Drug Fund	\$14,833.00

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Redemption	Interest Requirements	Debt Authorized & Unissued
Bonds	\$312,440.00	\$60,992.00	\$498,500.00

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Grant
NEW FIRE TRUCK	\$498,500.00	

SECTION 6: No Appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 7: Money may be transferred from one appropriation line item to another in the same fund. subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the *Tennessee Code Annotated* . Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

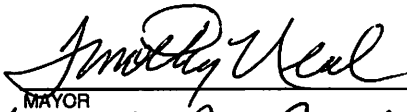
SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees requires by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal until the adoption of the new budget ordinance in accordance with the Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations. Approval of the Director of the Division of Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

Section 10: There is hereby levied a property tax of \$ 1.45 per \$100 of assessed value on all real and personal property


Section 11: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section 12: The ordinance shall take effect July 1, 2017 , the public welfare requiring it.



MAYOR

ATTEST:



CITY CLERK

PASSED FIRST READING: JUNE 13, 2017

PASSED SECOND READING: JUNE 27, 2017

PUBLIC HEARING HELD ON: JUNE 27, 2017

ORDINANCE NO. 17-6-13-2

**AN ORDINANCE MAKING AND FIXING THE ANNUAL BUDGET
FOR THE WATER AND SEWER DEPARTMENT OF THE CITY OF
KINGSTON FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING
JUNE 30, 2018; AND FURTHER BEING AN ORDINANCE ESTABLISHING
WATER AND SEWER RATES AND THE EXPENSES OF THE OPERATION
OF THE KINGSTON WATER AND SEWER DEPARTMENTS.**

Whereas, the Water and Sewer Board of the City of Kingston, Tennessee, is charged with providing pure and safe potable water for its customers; and,

Whereas, the Water and Sewer Board of the City of Kingston, Tennessee must establish a rate and fee structure to operate the water and sewer systems in a fiscally sound manner and has recommended the following budget, rate and fee structure; and,

Whereas, the City Council of the City of Kingston, Tennessee has determined that the recommended rate fee structure is reasonable and necessary,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSTON TENNESSEE THAT THE
FOLLOWING BUDGET AND RATE SCHEDULE BE ADOPTED:**

SECTION I. BUDGET

REVENUES	
\$5,059,898	
Expenses	
41500 Financial Administration	\$462,065.00
41990 Other Gen. Government Exp.	\$315,534.00
43750 Capital Improvements	\$430,000.00
49000 Debt Services	\$1,942,103.00
52113 Purification	\$611,941.00
52114 Transmission and Distribution	\$712,476.00
52117 Director	\$71,194.00
52213 Sewer Treatment and Collection	\$514,585.00
Total Expenses	\$5,059,898.00

SECTION II. WATER RATES

There is hereby established monthly water rates in accordance with the following schedule:

Class I (Water - Inside City)

<u>Gallons Used</u>	<u>Cost</u>
From 0 to 1000	\$10.42
From 1000 to total used	\$7.22

Class II (Water-Outside City)

From 0 to 1000	\$16.33
From 1000 to total used	\$14.42

East Roane Utility

Per 1000 Gallons	\$1.88
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Water User fee (Inside City) Residential	\$735.00
Water User fee (Outside City) Residential	\$1,470.00
New Meter Service Charge	\$125.00
Existing customer service charge(one location to another)	\$25.00
Irrigation meter service	\$1,100.00
Mobile homes per unit	\$735.00
Fire tap for sprinkler system	\$250.00
Water User Fees Commercial/Motels/Nursing homes	\$7,350.00
Water User Fees Commercial/Restaurants/Church/School	\$1,550.00
Apartment complex per meter 3 or more units	\$525.00

SECTION IV. SEWER RATES

Class I (Sewer - Inside City)

From 0 to 1000	\$10.42
From 1000 to total used	\$9.79

Class I (Sewer - Outside City)

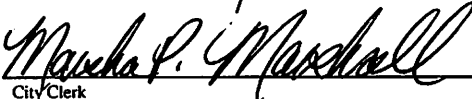
From 0 to 1000	\$19.47
From 1000 to total used	\$15.58

Sewer User Fees (Inside City) Residential	\$1,050.00
Sewer User Fees (Outside City) Residential	\$2,125.00
Sewer User Fees/Commercial/Motels	\$10,500.00
Sewer User Fees/Commercial/Restaurants/Church/School	\$2,100.00
Commercial Physician Office	\$2,100.00

This Ordinance shall become effective upon final passage, the public welfare requiring it.


TIMOTHY NEAL, Mayor

ATTEST:


City Clerk

ADOPTED FIRST READING: JUNE 13, 2017

ADOPTED SECOND READING: JUNE 27, 2017

PUBLIC HEARING HELD: JUNE 27, 2017

ORDINANCE NO. 17-6-13-3

**AN ORDINANCE TO AMEND THE BUDGET APPROPRIATION
ORDINANCE FOR FISCAL YEAR 2016/17 FOR THE CITY OF KINGSTON.**

Whereas, the City Council, as required by Charter of the CITY OF KINGSTON, has approved a budget for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, covering the estimated needs of the several departments in detailed, itemized amounts including salaries and other expenses; and setting the tax rate at 1.45 per one hundred of assessed value; and

Whereas, the City Council has determined that the amounts hereinafter set forth are in need of some adjustments to bring the budget into conformity with the actual revenues and expenditures; and

Whereas, General Fund revenues for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, be amended to \$7,844,498.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSTON:

SECTION 1. That the following appropriations for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, be amended in the amounts as follows, to-wit;

GENERAL FUND

41100 LEGISLATIVE	72,114
41210 CITY COURT	23,584
41320 CITY MANAGER	114,084
41500 FINANCE	455,940
41700 PLANNING	10,275
41810 CITY HALL BUILDING	86,677
41990 GENERAL GOVERNMENT	209,192
42100 POLICE	963,654
42200 FIRE	963,269
42152 AUTO SERVICES	81,000
43100 PUBLIC WORKS	902,733
43190 STATE STREET AID	162,750
43750 CAPITAL IMPROVEMENTS	525,000
43240 WASTE MANAGEMENT	288,356
44143 ANIMAL CODES CONTROL	26,722
44400 PARK & RECREATION	632,839
44440 SWIMMING POOL	38,365
44800 LIBRARY	208,294
49000 DEBT SERVICE	<u>2,079,650</u>
GENERAL FUND TOTAL	\$7,844,498

SECTION 2. That the tax rate be set at \$1.45 per \$100 of assessed value; and

SECTION 3. This Ordinance shall take effect from and after its final passage, the public welfare requiring it.

ADOPTED FIRST READING: JUNE 13, 2017

ADOPTED SECOND READING: June 27, 2017

PUBLIC HEARING HELD: June 27, 2017



Timothy F. Neal, Mayor

ORDINANCE NO. 17-6-13-4

**AN ORDINANCE AMENDING THE ANNUAL BUDGET
FOR THE WATER AND SEWER DEPARTMENT OF THE CITY OF
KINGSTON FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017**

Whereas, the Water and Sewer Board of the City of Kingston, Tennessee, is charged with providing pure and safe potable water for its customers; and,

Whereas, the Water and Sewer Board of the City of Kingston, Tennessee must establish a rate and fee structure to operate the water and sewer systems in a fiscally sound manner and has recommended the following budget, rate and fee structure; and,

Whereas, the City Council has determined that the amounts hereinafter set forth are in need of some adjustments to bring the budget into conformity with the actual revenues and expenditures; and

Whereas, the Water Department Revenues for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017 be amended to \$3,612,892.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSTON THAT THE FOLLOWING BUDGET AMENDMENT BE ADOPTED:

SECTION 1. That the following appropriations for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017 be amended in amounts as follows, to-wit:

EXPENDITURES	
41500 Financial Administration	\$439,818.00
41990 Other Gen. Government Exp.	\$291,211.00
43750 Capital Expenditures	\$330,000.00
49000 Debt Services	\$667,412.00
52113 Purification	\$605,628.00
52114 Transmission and Distribution	\$661,345.00
52117 Director	\$68,330.00
52213 Sewer Treatment and Collection	\$549,128.00
Total Expenditures	\$3,612,892.00

SECTION 2.

This Ordinance shall become effective upon final passage, the public welfare requiring it.



Timothy F. Neal, Mayor

ATTEST:



ADOPTED FIRST READING: *June 13, 2017*

ADOPTED SECOND READING: June 27, 2017

PUBLIC HEARING HELD: June 27, 2017



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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and City of Kingston (Roane County), 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 # 0000002809
Contract #: CMA 1762

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, 2017 ("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 forty-eight thousand, four hundred, and ninety-one dollars and fifty-five cents (\$48,491.55). 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, attached and incorporated hereto as part of this Contract.	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:

Tennessee Department of Transportation
1951 South Roane Street
Harriman, TN 37748

- 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 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 venture's, 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:

Todd Sexton, Operations District Supervisor
State of Tennessee Department of Transportation
1951 South Roane Street, Harriman, TN 37748
Todd.Sexton@tn.gov
Tammy.Garrett@tn.gov
Telephone # 865-717-4522
FAX # 865-882-7855

The Contractor:

Carolyn Brewer, Finance Director
City of Kingston
900 Waterford Place, Kingston, TN 37763-2687
kingstonfinance@att.net
Telephone # 865-882-3618
FAX # 865-3762325

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.

IN WITNESS WHEREOF,

CITY OF KINGSTON:



CONTRACTOR SIGNATURE

6-13-17

DATE

TIMOTHY NEAL MAYOR

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY



CONTRACTOR ATTORNEY SIGNATURE

6-13-17

DATE

JACK H. McPherson Jr

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

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.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$ 0.15
Total Roadway Surface Area (YD^2):	319077
Calculated Maximum Reimbursement (Roadway Surface):	\$47,861.55

Roadway Surface Inventory Worksheet													
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(mi.)	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR001	Race Street	BEGIN	Clinch River	1C	No	14.98	16.28	1.3	6864	36	23	7744	19712.00
SR001	Race Street	CHANGE	Clinch River	1C	No	16.28	16.68	0.4	2112	48		0	11264.00
SR001	Race Street	CHANGE	5th Street / Jail	1C	No	16.68	18.4	1.6	8448	36		0	33792.00
SR001	Race Street	END	Redeemer Luthern Church (Lt.)	1G	No	14.06	14.98	0.92	4857.6	94		0	50734.93
SR058	Gallaher Road	BEGIN	Tennessee River	1C	No	11.7	12.9	1.2	6336	36		0	25344.00
SR058	Gallaher Road	CHANGE	Bethel Pres. Church (Lt.)	1D	No	12.9	13.6	0.7	3696	66		0	27104.00
SR058	Gallaher Road	CHANGE	Harvey Street (Rt.)	1D	No	13.6	14	0.4	2112	150		0	35200.00
SR058	Gallaher Road	END	Poplar Springs Road	1D	No	14	16.1	2.1	11088	84		0	103488.00
SR326	SR-326	BEGIN	Ladd Ridge Road	1C	No	0.9	1.1	0.2	1056	36		0	4224.00
SR326	SR-326	END	I-40 Overpass	1C	No	1.1	1.3	0.2	1056	70		0	8213.33
Total Length (mi.):								9.020	Total Roadway Surface:		319077		

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre: \$ 45.00
Calculated Maximum Reimbursement (Mowing): \$ 270.00

Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR001	1G	LM 14.01	LM 14.98	5.82	0	0.97	6	5.82
Total Contract Area (acres):								6

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Calculated Maximum Reimbursement (Litter): \$ 360.00

Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR001	1G	LM 14.01	LM 14.98	0.6	1	0.6	\$ 50.00	12	7.2	360
Total Contract Litter (mi.):									7.2	\$ 360.00

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

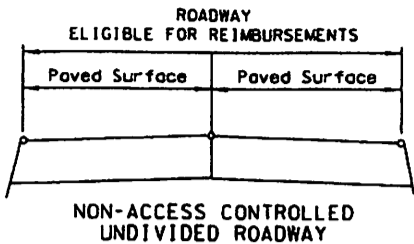


FIGURE 1A

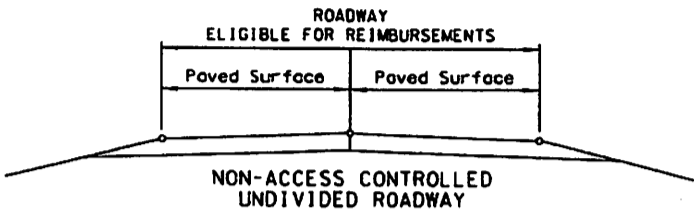


FIGURE 1B

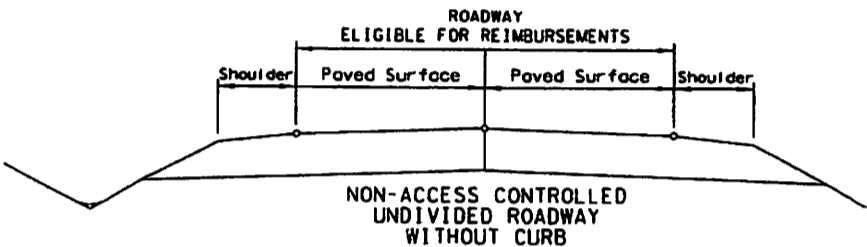


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

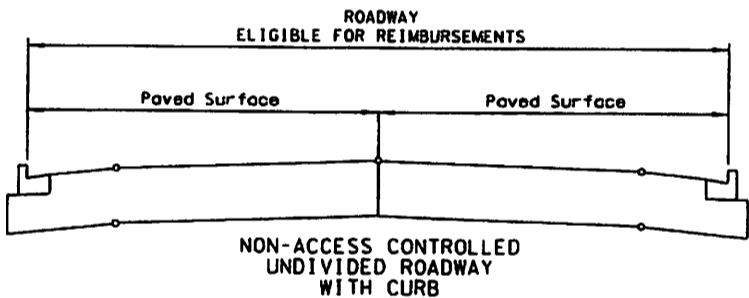


FIGURE 1D

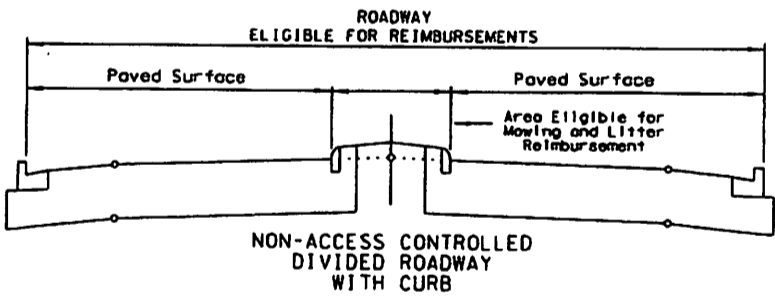


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

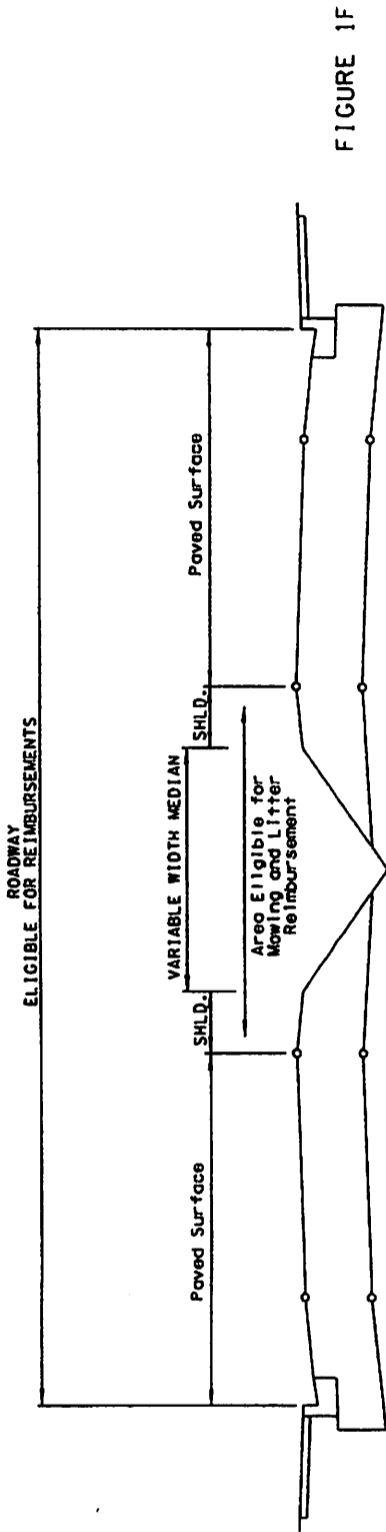


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

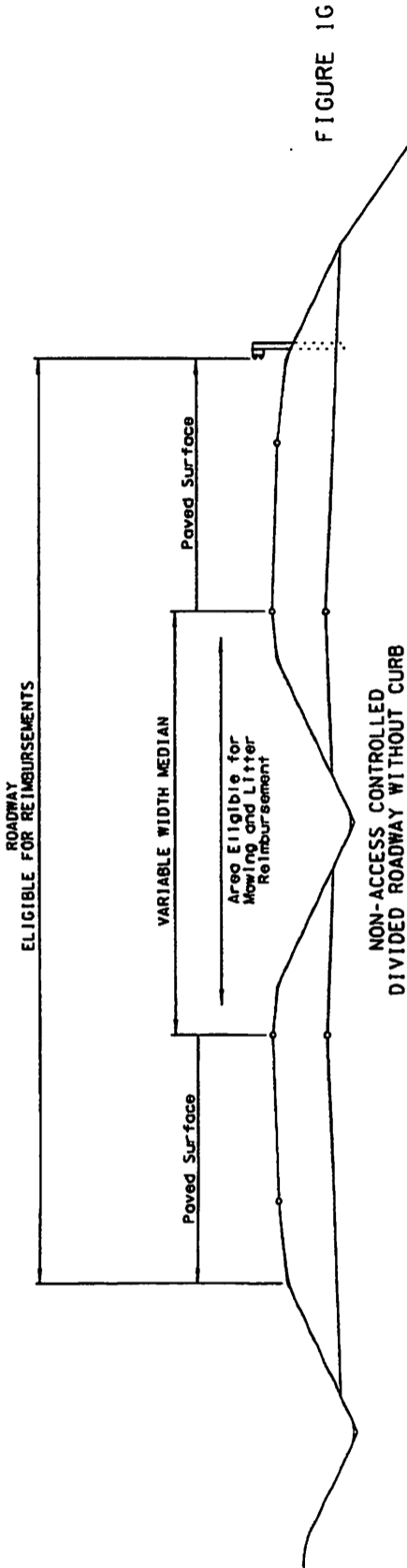


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

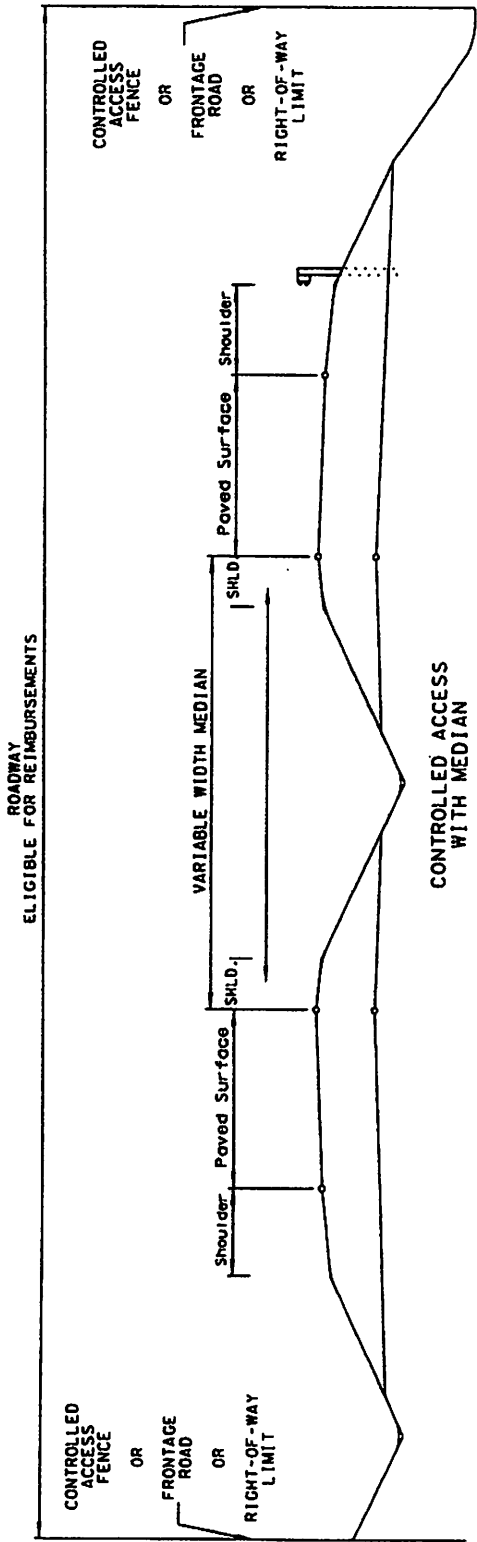


FIGURE 2A

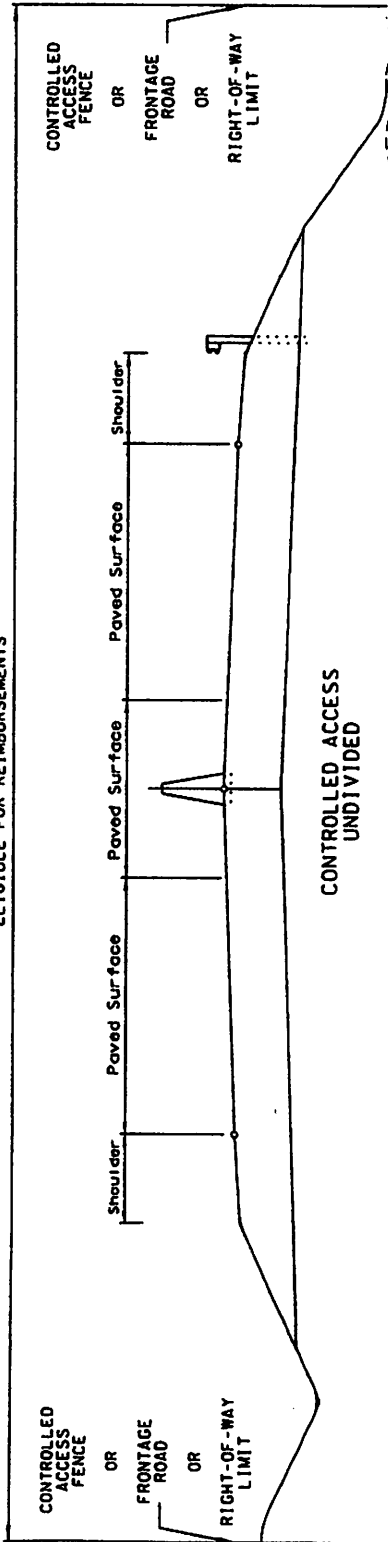


FIGURE 2B

"EXHIBIT B"
CITY OF KINGSTON
MAXIMUM ALLOWABLE EQUIPMENT RATES
2017-2018 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 KINGSTON
MAXIMUM ALLOWABLE EQUIPMENT RATES
2017-2018 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 B"

CITY OF KINGSTON

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2017 and ending June 30, 2018

Job Title Classification	Low Rate	High Rate
Laborer	15.00	16.94
Crew Leader / Operator	17.95	18.31
Foreman	17.64	18.81
Fringe Benefits 45%		

A Contract Between the
EAST TENNESSEE DEVELOPMENT DISTRICT
AND
CITY OF KINGSTON, TENNESSEE
PROVIDING FOR LOCAL PLANNING ADVISORY SERVICES

This **CONTRACT**, entered into as of the first day of July, 2017 by the East Tennessee Development District, an agency composed of member governments in mid-east Tennessee, and the City of Kingston, Tennessee.

I. FINDINGS & DECLARATIONS

A. Tennessee Code Annotated, §13-14-101 and the following sections establish a delineation of regions deemed viable to the economic development of the state, and allow for the creation of development districts for these regions, encompassing one (1) or more counties or parts of counties, so they are conducive to efficient planning and orderly economic development of the state.

B. Tennessee Code Annotated, §13-14-101 to 13-14-114 established the East Tennessee Development District (ETDD), a public body on behalf of the counties of Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union and all incorporated municipalities and metropolitan governments located within these counties.

C. ETDD is empowered, among other duties, “to receive and expend funds from any sources for staffing, for research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious and economic development of the region.”

D. the City of Kingston, Tennessee, requests ETDD to provide planning advisory services, and agrees to appropriate the necessary funds for these services.

II. CONTRACT

In consideration of these findings and declarations and other valuable considerations, the parties agree as follows:

- A. During the twelve (12) month period beginning July 1, 2017, and ending June 30, 2018, ETDD agrees to furnish the services of professionally trained planning advisors who will confer with the local planning commission, board of zoning appeals and other local officials with respect to all phases of the comprehensive planning program. Planning recommendations are advisory only; local communities and their appropriate representatives have the sole authority to enact and enforce ordinances and other regulatory tools. A work program derived from the elements listed below will be developed jointly between ETDD and contracting community within 30 days of the signing of the planning contract by both parties. Other activities may be included depending on the scope and nature of the desired services and ETDD capacity. All activities must be agreed upon mutually by the community and ETDD. Planning services may include but are not limited to the following activities:
1. Attendance at planning commission and/or boards of zoning appeals meetings; assistance in the preparation or review of the long range work program of the planning commission; preparation of comprehensive plans, Public Chapter 1101 Growth Management Plans and amendments, and other planning studies and documents.
 2. Preparation of land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, or other land use controls; review of development proposals; advice and assistance to administrators of zoning, subdivision regulations, and other land use controls.
 3. Access to the resources of a regional office including drafting, mapping, and geographic information systems support; planning related research.
 4. Specialty training for planning commissions, boards of zoning appeal and local administrators; assistance in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.
 5. Advice and assistance on all matters relating to state, federal, and regional programs that affect planning and implementation for the locality.
- B. Payment for services provided by ETDD to the City of Kingston, Tennessee, will be based on the agreed-upon activities requested in Section II.A. For the purpose of providing funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to ETDD the sum of **\$10,175.00** annually, payable in total upon the effective date of this contract, or in bi-annual installments of **\$5,087.50**,

due and payable on the first day of July 2017 and the first day of January 2018. The contracting community hereby authorizes ETDD to apply on the community's behalf for any eligible funds from State sources to supplement the planning contract amount and to use such grant funds to cover the cost of providing planning services to the community.

- C. Either party may terminate this contract by giving written notice to the other party specifying the date of termination, at least ninety (90) days before the termination date. Upon termination of the contract, the obligation of ETDD to conduct and carry on the program agreed to under this Contract shall cease, the financial obligation of the chief legislative body as described in this Contract above likewise ceases. If prepayment has been made by the chief legislative body, ETDD will determine, by prorating, the amount to be refunded.
- D. This contract is for a period of twelve (12) months. A new twelve (12) month contract and fee schedule will be presented for FY 2019. Local governments are under no obligation to continue ETDD planning services beyond the dates specified in this contract.
- E. In all matters relating to the performance of this contract, the ETDD Executive Director acts for ETDD, and the Mayor acts for the City of Kingston, Tennessee.

The parties execute this contract through their duly authorized representatives.

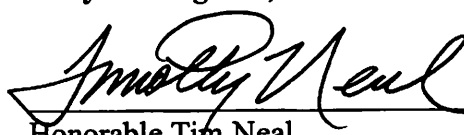
For the East Tennessee Development District:

By:


Terrence J. Bobrowski
Executive Director
East Tennessee Development District

For the City of Kingston, Tennessee:

By:


Honorable Tim Neal
Mayor, City of Kingston