



WORK SESSION - KINGSTON CITY COUNCIL

Tuesday, May 7, 2024

6:00 P.M.

A G E N D A

1. Invocation and Pledge
2. Call to Order
3. Citizens Comments
4. Discussion of a proposed amended agreement for water leak relief services (Ben Whitson, Water Leak Relief, LLC.)
5. Discussion of the proposed extension of water and wastewater in to south Roane County (Mickey Barger, Watts Bar Utility District)
6. Discussion of Ordinances 24-05-14-01 and 24-05-14-02, ordinances to amend the annual budgets of the City of Kingston general fund and water / sewer fund (Finance Director Michelle Kelley)
7. Discussion of a proposed ordinance to abolish the Animal Control Advisory Board (City Manager David Bolling)
8. Discussion of a proposal from TDOT to extend the contract between the State of Tennessee Department of Transportation and the City of Kingston from one year to two (City Manager David Bolling, Public Works Director Tim Clark)
9. Discussion of a proposed offer to purchase 4.32 acres of property from Calvary Baptist Church (Councilmember Philip Bredwell, City Manager David Bolling)

THIS WORKSHOP IS OPEN TO THE PUBLIC AND WILL BE HELD IN THE CITY COUNCIL ROOM, ON THE 2nd FLOOR OF CITY HALL, AT 900 WATERFORD PLACE IN KINGSTON. IN ADDITION, ALL MEETINGS ARE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV, AND WILL BE POSTED TO YOUTUBE. A LINK TO THE VIDEO WILL BE POSTED TO OUR FACEBOOK PAGE.



CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 05/07/24

DEPARTMENT: Water / wastewater

AGENDA CAPTION: Discussion of a proposed amended agreement for water leak relief services

SUBMITTOR: Ben Whitson, Water Leak Relief, LLC

SUMMARY: In dealing with a situation regarding a customer's water leak, we became aware of some policy stipulations that are not listed in the original agreement from June of 2023.

We met with Ben Whitson and asked that he draft an amended agreement that included detailed terms and conditions. There are no other changes to the original contract.

Mr. Whitson will be here at the workshop to answer any questions that you may have, and to introduce himself to those of you who haven't met him.

We are very happy with the service that we are receiving from Water Leak Relief, and this simply reflects our desire to have more detail included in the agreement.

CITY MANAGER'S RECOMMENDATION: Approval

IMPLEMENTATION PROCESS: If approved, this will replace the original agreement but will not alter the term.

FISCAL NOTE / FUNDING SOURCE: N/A

ATTACHMENT(S): Copies of the original agreement, and the proposed amended version.

AGREEMENT FOR WATER LEAK RELIEF SERVICE

THIS AGREEMENT is entered into this 13 day of June, 2023 (the “Effective Date”), by and between:

Water Leak Relief, LLC, with its principal mailing address at 157 Lantana Rd. Crossville, Tennessee 38555 hereinafter referred to as (“Servicer”)

City of Kingston, with its principal mailing address at 900 Waterford Place, Kingston, TN 37763 hereinafter referred to as (“Utility”).

WITNESSETH:

WHEREAS, Utility is organized and established pursuant to the laws of the State of Tennessee for the purposes of operating a public water supply and distribution system; and

WHEREAS, Servicer is a Tennessee Limited Liability Company; and

WHEREAS, Utility experiences a certain amount of revenue losses on customers water accounts each year as a result of leaks and desires to decrease the economic loss in order to more efficiently service their customers; and

WHEREAS, Servicer is in the business of providing service agreements to each individual utility customer for the purposes of paying unexpected high water bills that result from leaks; and

WHEREAS, the parties have determined that it is mutually beneficial to enter into this agreement in order to guarantee utility customers certain optional protections at a set low rate during the term of this agreement; and

WHEREAS, by Resolution enacted on the 13 day of June, 2023, the City of Kingston City Council approved this contract and likewise approved the execution of this contract by the Mayor of the Council of the City of Kingston.

NOW THEREFORE, in consideration of the foregoing and mutual agreements hereinafter set forth:

A. SERVICER AGREES

1. During the term of this contract. Servicer agrees to provide service contracts to the utility’s individual customers to protect against certain unexpected water losses as is further set out in the terms and conditions of the individual service contracts and herein in Section F.
2. Servicer agrees that in cooperation with the utility to service and investigate all claims made by the utility’s individual customers as a result of an unexpected water loss. Further, Servicer will provide a toll-free number in which the utility customers may call in order to

make a claim, opt out of the service agreement, increase their individual service limits, or opt into other available Water Leak Relief services.

3. Servicer agrees to pay the difference between the utility customer's average monthly water bill, based on the last 12 months, and the qualifying water leak bill amount, up to the customer's service limit amount as a result of an unexpected water loss during the terms of this contract.
4. Servicer agrees to use the utility's current water loss policy as the standard for investigating claims.
5. Servicer agrees to allow any individual customer of the utility to opt out of the service at any time during the term of this contract and will notify the utility within 5 business days to allow for billing adjustment.
6. Servicer agrees to provide utility with monthly reports of all customers who protest their bill and or statement.

B. UTILITY AGREES

1. Utility agrees to furnish the Servicer all of the water loss data and average monthly bills of each individual utility customer for the past 12 months within 5 business days of such request.
2. Utility agrees to auto enroll all individual customer accounts into the water leak relief service at the rate as is set out herein.
3. The Utility agrees to administer such accounts and, during the Utility's regular and periodic billing procedure, to cause to be billed and collected from each water consumer under such account as an added and designated item on the water service bill; the water leak relief service contract charges for the indicated service limit of such consumer.
4. The utility agrees to render to the Servicer such regular monthly reports as to gross billing as it relates to the Water Leak Relief Service Charges per individual customer, and uncollectible bills and accounts. Such monthly reports shall be rendered on the 5th day of the following month. At the time of rendering such monthly report, the utility shall render a statement of account between the utility and the servicer evidencing the monthly water leak relief service agreement funds per customer minus the utilities administrative fee. Payment of any balance payable under the statement of account shall be made within ten (10) days of the rendering of the statement of account. The Utility agrees to pay per customer enrolled in the program regardless of whether the account was collected. The Utility shall maintain the right to remove a customer from the service for non-payment.

5. Utility agrees to cooperate with Servicer to investigate and determine qualifying loss claims made by individual utility customers. Further, Utility agrees to provide meter readings to Servicer within 5 business days of such request.
6. Utility agrees to distribute Servicers marketing and informational materials along with their customary monthly billing information.

C. SERVICE FEES AND LIMITS

1. The Utility agrees to auto enroll all water customers in the Water Leak Relief Service at the monthly rates as reflected on Exhibit "A" which is attached hereto, plus the utility's administrative fee.
2. Servicer agrees to provide a service limit of up to \$5,000.00 per customer account subject to the terms and conditions set out herein in Section E.

D. TERM

1. This agreement shall begin on the "effective date" the 1st day of August 2023 and shall continue for a period of 24 months until the 31st, day of July, 2025.
2. The initial water leak relief service rate and service limit shall remain in effect and shall not change during the initial term of this agreement unless mutually agreed upon by both parties in writing.
3. The parties may agree to renew this agreement for an additional two-year period upon mutual written agreement of the water leak relief service rate and service limit during the additional term.

E. TERMS AND CONDITIONS OF SERVICE

See EXHIBIT A of this contract for terms and conditions of service.

F. GENERAL TERMS

1. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

2. This Agreement sets forth and establishes the entire understanding between the Utility and the Servicer concerning the relationship of the parties. All prior discussions or representations by or between the parties have been merged into this Agreement. The parties by mutual written agreement, may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.
3. This agreement shall not affect the rights of the utility customer as set out in T.C.A. § 7-82-402.
4. This Agreement will be binding on the parties and their successors, heirs and personal representatives.
5. This Agreement will become effective upon its execution.
6. This Agreement and the relationship of the parties will be governed and constructed under the laws of the State of Tennessee.
7. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
8. This agreement may not be assigned to a third party without the written consent of both parties.
9. Notices to either party shall be sufficient if sent in writing; postage pre-paid, registered or certified mail to the address of the parties as set out above.
10. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
11. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-127.

WATER LEAK RELIEF, LLC
(SERVICER)

By: Josh Stone

Its: Vice President

Dated: _____

CITY OF KINGSTON
(UTILITY)

By: Amathy Year

Its: Mayor

Dated: June 13, 2023

EXHIBIT "A"

City of Kingston-Water Leak Relief Price Schedule

Residential Water Leak	\$	2.85
Residential Water Line	\$	5.40
Residential Water & Sewer Leak	\$	4.90
Residential Sewer Line	\$	6.40
Commercial Water & Sewer Leak-Single	\$	5.60
Commercial Water & Sewer Leak-Multi	\$	11.25
Commercial Water Line-Single	\$	13.40
Commercial Water line-Multi	\$	26.90
Commercial Sewer Line-Single	\$	13.40
Commercial Sewer Line-Multi	\$	26.90
Irrigation Only Water leak	\$	3.20
Residential w/ Irrigation & Existing Water/Sewer Leak	\$	5.60
4" Single Occupancy	\$	40.66
Residential Water Master-Metered Multi-Habitational	\$	11.25
Residential Water/Sewer Master Metered Multi-Habitational	\$	11.25

***Residential Master-Metered Multi-Habitational Pricing will have one fee for the meter versus the current per unit rate

*****This includes 2 claims per year at the service limit of \$5,000**

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WHEREAS, Utility is organized and established pursuant to the laws of the State of Tennessee for the purposes of operating a public water supply and distribution system; and

WHEREAS, Servicer is a Tennessee Limited Liability Company; and

WHEREAS, Utility experiences a certain amount of revenue losses on customers water accounts each year as a result of leaks and desires to decrease the economic loss in order to more efficiently service their customers; and

WHEREAS, Servicer is in the business of providing service agreements to each individual utility customer for the purposes of paying unexpected high water bills that result from leaks; and

WHEREAS, the parties have determined that it is mutually beneficial to enter into this agreement in order to guarantee utility customers certain optional protections at a set low rate during the term of this agreement; and

WHEREAS, by Resolution enacted on the 13th day of June, 2023, the City of Kingston City Council approved this contract and likewise approved the execution of this contract by the Mayor of the Council of the City of Kingston.

NOW THEREFORE, in consideration of the foregoing and mutual agreements hereinafter set forth:

A. SERVICER AGREES

1. During the term of this contract, Servicer agrees to provide service contracts to the utility’s individual customers to protect against certain unexpected water losses as is further set out in the terms and conditions of the individual service contracts and herein in Section E.
2. Servicer agrees that in cooperation with the utility to service and investigate all claims made by the utility’s individual customers as a result of an unexpected water loss. Further, Servicer will provide a toll-free number in which the utility customers may call in order to

make a claim, opt out of the service agreement, increase their individual service limits, or opt into other available Water Leak Relief services.

3. Servicer agrees to pay the difference between the utility customer's average monthly water bill, based on the last 12 months, and the qualifying water leak bill amount, up to the customer's service limit amount as a result of an unexpected water loss during the terms of this contract.
4. Servicer agrees to use the utility's current water loss policy as the standard for investigating claims.
5. Servicer agrees to allow any individual customer of the utility to opt out of the service at any time during the term of this contract and will notify the utility within 5 business days to allow for billing adjustment.
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1. Utility agrees to furnish the Servicer all of the water loss data and average monthly bills of each individual utility customer for the past 12 months within 5 business days of such request.
2. Utility agrees to auto enroll all individual customer accounts into the water leak relief service at the rate as is set out herein.
3. The Utility agrees to administer such accounts and, during the Utility's regular and periodic billing procedure, to cause to be billed and collected from each water consumer under such account as an added and designated item on the water service bill; the water leak relief service contract charges for the indicated service limit of such consumer.
4. The utility agrees to render to the Servicer such regular monthly reports as to gross billing as it relates to the Water Leak Relief Service Charges per individual customer, and uncollectible bills and accounts. Such monthly reports shall be rendered on the 5th day of the following month. At the time of rendering such monthly report, the utility shall render a statement of account between the utility and the servicer evidencing the monthly water leak relief service agreement funds per customer minus the utilities administrative fee. Payment of any balance payable under the statement of account shall be made within ten (10) days of the rendering of the statement of account. The Utility agrees to pay per customer enrolled in the program regardless of whether the account was collected. The Utility shall maintain the right to remove a customer from the service for non-payment.

5. Utility agrees to cooperate with Servicer to investigate and determine qualifying loss claims made by individual utility customers. Further, Utility agrees to provide meter readings to Servicer within 5 business days of such request.
6. Utility agrees to distribute Servicers marketing and informational materials along with their customary monthly billing information.

C. SERVICE FEES AND LIMITS

1. The Utility agrees to auto enroll all water customers in the Water Leak Relief Service at the monthly rates as reflected on Exhibit "A" which is attached hereto, plus the utility's administrative fee.
2. Servicer agrees to provide a service limit of up to \$5,000.00 per customer account subject to the terms and conditions set out herein in Section E.

D. TERM

1. This agreement shall begin on the "effective date" the 1st day of August 2023 and shall continue for a period of 24 months until the 31st, day of July, 2025.
2. The initial water leak relief service rate and service limit shall remain in effect and shall not change during the initial term of this agreement unless mutually agreed upon by both parties in writing.
3. The parties may agree to renew this agreement for an additional two-year period upon mutual written agreement of the water leak relief service rate and service limit during the additional term.

E. TERMS AND CONDITIONS OF SERVICE

See EXHIBIT A of this contract for terms and conditions of service.

F. GENERAL TERMS

1. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

2. This Agreement sets forth and establishes the entire understanding between the Utility and the Servicer concerning the relationship of the parties. All prior discussions or representations by or between the parties have been merged into this Agreement. The parties by mutual written agreement, may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.
3. This agreement shall not affect the rights of the utility customer as set out in T.C.A. § 7-82-402.
4. This Agreement will be binding on the parties and their successors, heirs and personal representatives.
5. This Agreement will become effective upon its execution.
6. This Agreement and the relationship of the parties will be governed and constructed under the laws of the State of Tennessee.
7. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
8. This agreement may not be assigned to a third party without the written consent of both parties.
9. Notices to either party shall be sufficient if sent in writing; postage pre-paid, registered or certified mail to the address of the parties as set out above.
10. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
11. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-127.

**WATER LEAK RELIEF, LLC
(SERVICER)**

By: _____

Its: _____

Dated: _____

**CITY OF KINGSTON
(UTILITY)**

By: _____

Its: _____

Dated: _____

EXHIBIT "A"

City of Kingston-Water Leak Relief Price Schedule

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Residential w/ Irrigation & Existing Water/Sewer Leak	\$	5.60
4" Single Occupancy	\$	40.66
Residential Water Master-Metered Multi-Habitational	\$	11.25
Residential Water/Sewer Master Metered Multi-Habitational	\$	11.25

***Residential Master-Metered Multi-Habitational Pricing will have one fee for the meter versus the current per unit rate

*****This includes 2 claims per year at the service limit of \$5,000**

City of Kingston
Water Leak Relief Terms and Conditions

THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE SERVICE AGREEMENT

Water Leak Relief, LLC (“Administrator”) is the entity that will administer the service under this Service Agreement. You may contact the Administrator by mail at 157 Lantana Rd, Crossville, Tennessee 38555 or by calling the toll-free number 1-855-426-7655. The obligations of the program provider are guaranteed under an insurance policy with Plateau Casualty Insurance Company (“PCIC”), 2701 N Main St, Crossville, Tennessee 38555.

What Is Covered: Administrator will arrange and pay for excess water charges resulting from a plumbing leak, including interior frozen water line/plumbing, for which You have sole responsibility, that supports Your Residence or Business.

To Qualify:

1. The leak must meet the Utility’s current leak policy, occur on the customer's side of the meter, must be accidental in nature, must be repaired within a period of ten (10) days from discovery with proof of repair to the Utility.
2. To be eligible to receive a benefit, the customer's current water/sewer bill must be for an amount that is two hundred percent (200%) or greater than the customer's average monthly water/sewer bill as defined in the Terms and Conditions. Normal monthly water/sewer bill means the average dollar amount of the twelve (12) previous months' bills. A customer may only receive two (2) benefit claims during any twelve (12) month period. Benefit claims will be made for up to two months for a single leak occurrence.
3. If a customer was notified by the Utility of a leak and did not take reasonable measures to stop the water loss and begin to make arrangements for the needed repairs within ten (10) days, no Benefit Claim will be granted. The claim will only be granted once the repairs have been completed.

Benefit Calculation: Administrator will take the amount of Your current water bill with the leak and subtract the average of Your last twelve (12) water bills. The Utility will be paid the difference up to Your Benefit Limit.

Example: Your water bill with the leak is \$1,000.00. The average of your water bills for the last twelve (12) months is \$50.00. You will pay the Utility \$50.00 and Administrator will pay the Utility \$950.00.

Benefit Limit: The maximum Benefit Limit is \$5,000.00 per incident. Any charges beyond Your Benefit Limit are Your responsibility.

What Is Not Covered: This Service Agreement will not cover any of the following:

1. Any cost associated with repairing Your Water Service Line;
2. Customers with multiple living units on a single meter such as a campground, trailer park, motel, etc. are not eligible for a Benefit Claim, except as included as multiple occupancy commercial service customers;
3. Routine dripping faucets;
4. Premises left vacant or abandoned without reasonable care for the plumbing system;
5. More than two (2) occurrences per twelve (12) month period;
6. Filling of swimming pools;
7. Watering of lawns or gardens;
8. If a customer becomes aware of a potential problem with their plumbing which could cause a leak and that problem is not resolved, by turning off water flow to the leak source, within five (5) days;
9. If a customer has been notified of a suspected leak and does not take reasonable measures to stop the water loss and being to make arrangements to repair the leak within ten (10) days of becoming aware;
10. Faulty water meter;
11. Improper meter reading;
12. Natural acts or disasters;
13. Pressure Washing or other external cleaning projects;
14. Sprinkler System leaks
15. New construction buildings that are unoccupied

Eligible Property Types: A structure owned or leased by You, used for residential occupancy (“Residence”) or commercial occupancy (“Business”) that is titled as real property, and the land it is located on is also owned or leased by You (“Property”). Any recreational vehicle or another type of home on wheels that is intended to be moved are not eligible. If You are aware of any pre-existing conditions, defects, or deficiencies with Your Water Service Line or Sewer/Septic Line, or have had any roots removed from Your Exterior Sewer/Septic Line before the Start Date of Your first Term, then Your Property is not eligible for this coverage.

The Length of Service Agreement: Your Service Agreement begins on the first day of the billing cycle in which the Fee for Water Leak Relief program has been added and will continue monthly provided neither You nor Administrator cancel. See “Cancellation/Refund” below.

How to Submit a Claim: You must call the Administrator and a service representative will assist You with opening a claim.

Required Documentation: To have a water leak event covered, You will need to provide documentation certifying the repair has been completed and providing the following information:

1. The date the leak was discovered;
2. The nature and location of the leak;
3. The date the leak was repaired;
4. The name of the person who repaired the leak;
5. A description of the repair work performed.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consent to electronic delivery, these documents will be sent to the Email Address (“Email Address”) retained by Utility and/or Administrator. Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling the Administrator. You may also call the Administrator to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: This Service Agreement will automatically renew for a further term of one (1) month.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling the Administrator. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by the Administrator. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then-current billing month.

This Service Agreement may be canceled for any reason with thirty (30) days written notice to You. This Service Agreement may also be canceled, on no less than fifteen (15) days written notice to You for (a) non-payment of the Fee; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If canceled under (b) above, You will be entitled to a pro rata refund less any claims paid under this Service Agreement.

Written cancellation notices will be provided under this section and will tell You exactly when Your Service Agreement will be canceled and why it has been canceled. The notice periods referred to in this section begin when the Administrator sends the notice to You.

Definitions:

“**Benefit Claim**” – A customer request for an Administrator to pay Utility for a qualifying leak.

“**Utility**” – The water utility entity that serves Your water service.

“**Fee**” – The amount You agree to pay for this Service Agreement.

“**Service Agreement**” – The document that constitutes all Your rights and responsibilities as a Service Agreement holder, which consist of these terms and conditions.

“**You**” or “**Your**” – The purchaser of this Service Agreement who is the Service Agreement holder.

Privacy Policy: Any information You provide Administrator will be accessed, collected, used, transmitted, disclosed, stored, maintained, and otherwise handled to administer Your Service Agreement by Administrator or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on

Administrator's behalf. Administrator or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone, or email of any products or services which they consider may be of interest to You. For further details on how the Administrator uses Your information, please see our Privacy Policy. Should You have any questions or concerns about the Administrator's Privacy Policy or how they are using Your information, or to update Your privacy preferences, please contact the Administrator.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the Fee or to charge an additional fee) and to delegate any obligations under this Service Agreement at our sole discretion provided You are given thirty (30) days prior written notice of the changes. The changes will become effective no sooner than thirty (30) days after any notice is sent to You. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions of this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for Benefits Owed to You: This is not an insurance policy; it is a Service Agreement. The administrator will serve as Your point-of-contact for all questions or concerns. Obligations under this Service Agreement are insured under a contractual liability insurance policy. If Administrator fails to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and Administrator fails to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Plateau Casualty Insurance Company.

Our Liability: To the extent permitted by applicable law, (1) You agree that Administrator and PCIC, and both of our partners, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, and contractors shall not be liable to You or anyone else for (a) any actual losses or direct damages that exceed the lowest applicable per covered Benefit Limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental, or consequential losses or damages, including those caused by any fault, failure, delay, or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Dispute Resolution: YOU, ADMINISTRATOR, AND PCIC ALL AGREE TO RESOLVE DISPUTES as follows:

A. Compliance with the dispute resolution procedure established by Your Utility District's Policy and Procedures.

B. Any and all lawsuits between You and the Administrator or PCIC shall be limited to the local General Sessions Court having jurisdiction over Your claim.

C. YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court concerning any claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any class action held under this Service Agreement.

D. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU, ADMINISTRATOR AND PCIC AGREE THAT THERE WILL NOT BE A JURY TRIAL. You, Administrator, and PCIC unconditionally waive any right to trial by jury in any action, proceeding, or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from Administrator or PCIC, including claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors, or assigns of Administrator or PCIC.

Memorandum

To: Mayor and City Council

Cc: City Manager David Bolling

From: Finance Director Michelle Kelley

Date: 05/3/24

Re: Budget Amendment Ordinance 24-05-14-01 & 24-05-14-02

The city of Kingston Finance Department would like to request the following Budget Amendment Ordinances be passed for the 2023-24 FYE for both the General Fund and Water Sewer Fund:

Continued work is being done to the Fitness Court and to the projects for Ladd Park and the Build Grant. This request will take monies from the Fund Balance to cover the necessary appropriations to close our books for the fiscal year in June. These total to the \$173,003.23.

Money in the amount of \$1500 must be appropriated to cover a loan expense for continued disclosure with Cumberland Securities. Money in the amount of \$2,469.95 needs to be amended to cover expenses incurred by the Ad Hoc committee for the upcoming 225th Celebration. I am requesting that we increase our Property Tax Revenue to off set these appropriations since our collections have been more abundant than we originally budgeted.

The police department has once again received this quarters reimbursement in to salaries for the THSO state grant in the amount of \$1,643 and would like to appropriate that money back to salaries to help with those cost for the remainder of the fiscal year.

As for the amendment ordinance for the Water and Sewer fund, additional ARPA funds need to be amended in the amount of \$5,000 to cover our TDEC match. Also, Kevin wishes to use money he collected for scrap metal in the amount of \$5,229.42 to appropriate towards to expense of the new Poe Barn build.

Thank you,

Michelle Kelley

Finance Director

ORDINANCE NO. 24-05-14-01

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF KINGSTON, TENNESSEE FOR FISCAL YEAR 2023-2024

WHEREAS, Tennessee Code Annotated Title 9 Chapter 1 Section 116 requires funds first be appropriated before being expended and that no appropriations may exceed available funds;

WHEREAS, Tennessee Code Annotated Title 6 Chapter 56 Section 208 allows amendment of the budget ordinance in the same manner as any other ordinance may be amended;

NOW, THEREFORE BE IT ORDAINED by the City Council for the City of Kingston, Tennessee, that:

SECTION 1: Appropriations. The governing body appropriates the following increases for Reimbursing Grants and projects being appropriated by fund balance:

General Fund:

Fund Balance:

110-27100 Fund Balance \$173,003.23

Revenues:

110-33479 State Grant THSO \$1,643.00

110-31110 Property Tax \$1,500.00

Expenditures:

110-43750-932 Capital Improvements Fitness Court \$34,703.23

110-42100-114 Police Salaries \$1,643.00

110-49000-942 Loan Principle \$1,500.00

110-41990-710 Build Grant Project \$102,000.00

110-43750-946 Ladd Park Project \$36,300.00

110-41100-345 Celebration Event \$2,469.95

Section 2 : Submission to the Director of Local Finance. This amendment will be submitted to the Director of the Office of State and Local Finance as required by state statute to show continued compliance with the requirements of Tennessee Code Annotated Title 9 Chapter 21 Section 403 to maintain a balanced budget.

Tim Neal
Mayor

Kelly Jackson
City Clerk

Passed 1st Reading _____

Passed 2nd Reading _____

ORDINANCE NO. 24-05-14-02
AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF KINGSTON, TN
WATER/SEWER FUND FOR FISCAL YEAR 2023-2024

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires funds first be appropriated before being expended and that no appropriations may exceed available funds;

WHEREAS, *Tennessee Code Annotated* Title 6 Chapter 56 Section 208 allows amendment of the budget ordinance in the same manner as any other ordinance may be amended;

WHEREAS, Appropriations are being made to cover project management for Water department ARPA projects.

NOW, THEREFORE BE IT ORDAINED by the City Council for the City of Kingston, Tennessee, that:

SECTION 1: Appropriations. The governing body appropriates the following increases for the ARPA TDEC project and scrap metal revenue to be appropriated for a building project:

Water/Sewer Fund:

Revenues:

413-33194	TDEC Reimbursement Grant	\$5,000.00
413-37299	Scrap Metal Revenue	\$5,229.42

Expenditures:

413-52330-250	TDEC Funding	\$5,000.00
413-52310-268	Water & Sewer Building Maintenance	\$5,229.42

Section 2 : Submission to the Director of Local Finance. This amendment will be submitted to the Director of the Office of State and Local Finance as required by state statute to show continued compliance with the requirements of Tennessee Code Annotated Title 9 Chapter 21 Section 403 to maintain a balanced budget.

Tim Neal
Mayor

Kelly Jackson
City Clerk

Passed 1st Reading _____

Passed 2nd Reading _____



CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 05/07/24

DEPARTMENT: City Council

AGENDA CAPTION: Discussion of a proposed ordinance to abolish the Animal Control Advisory Board

SUBMITTOR: City Manager David Bolling

SUMMARY: In 1993, the City Council voted to construct an animal shelter and established an Animal Control Advisory Board to advise the Council regarding its management.

The shelter was closed over 20 years ago, and the Advisory Board hasn't met in the ten years that I've been here.

Abolishing this unnecessary board is part of our ongoing effort to eliminate unnecessary boards and committees within city government.

CITY MANAGER'S RECOMMENDATION: Abolishment of the Animal Control Advisory Board

IMPLEMENTATION PROCESS: The board will be abolished upon passage of two readings of the proposed ordinance

FISCAL NOTE / FUNDING SOURCE: N/A

ATTACHMENT(S): Copies of Ordinance 93-4-12 and the proposed ordinance to abolish

ORDINANCE: DRAFT

AN ORDINANCE TO ABOLISH THE ANIMAL CONTROL ADVISORY BOARD

WHEREAS, the City Council of the City of Kingston established the Animal Control Advisory Board by Ordinance 93-4-12 in 1993; and,

WHEREAS, the Kingston Animal Shelter was deconstructed and the Kingston Codes Enforcement Officer has assumed the duties and responsibilities which were delegated to the Animal Control Advisory Board; and,

WHEREAS, the City Council of the City of Kingston believes that it would be in the best interest of the City and the citizens thereof to abolish the Animal Control Advisory Board by repealing the enacting ordinance.

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

Section 1. The enabling ordinance 93-4-12 establishing the Animal Control Advisory Board is hereby repealed and deleted in its entirety.

Section 2. This ordinance shall take effect from and after its final passage the public welfare requiring it.

Passed on first reading: _____

Passed on second reading: _____

Mayor

City Clerk

ORDINANCE NO. 93-4-12

AN ORDINANCE TO ESTABLISH AN ANIMAL CONTROL ADVISORY BOARD

WHEREAS, the City Council of the City of Kingston has seen fit to construct an animal shelter for the City; and,

WHEREAS, the ordinances of the City provide for certain measures for the control of animals within the corporate limits of the City of Kingston; and,

WHEREAS, the City Council finds that the establishment of an Animal Control Advisory Board to be in the best interests of the City,

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

Section 1. Membership, tenure, compensation and vacancies. There is hereby created an Animal Control Advisory Board which shall consist of five (5) persons, to be composed of two (2) citizens without special qualifications, one (1) citizen affiliated with a humane society, and one (1) person who serves as a member of the City Council, and a City department head which administers the City animal control program, all to be appointed by the City Council. The three (3) citizen members are to serve for terms of four (4) years or until their successors are appointed, provided that the first Board shall be appointed with one (1) member to serve for two (2) years, one (1) member for three (3) years and one (1) member affiliated with a humane society for four (4) years. The City Council member and the department head shall serve for the term of two (2) years after new council members take office. The members of such Board shall serve without pay. Citizen vacancies in such Board occurring other than by expiration of term shall be filled only for the unexpired term, and such appointments shall be made by the Mayor. Members shall live within the City limits.

Section 2. Organization and general powers and duties. Immediately after the appointment of the members, and annually thereafter, the Animal Control Advisory Board shall organize by electing from its membership a chairman and such other officers as it may deem necessary. The Board shall determine the regularity of meetings except that the chairman is authorized to call a special meeting upon 48 hour notice to the members. The Board meeting shall be conducted in accordance with Roberts Rules of Order. The Board may review the animal control program of the City and shall make recommendations to the City Manager and City Council regarding the rules and regulations for the proper conduct of animal control for the City. The said Board shall advise the City Manager and City Council regarding the management of the animal control facility. The implementation of all facets of the animal control program of the City shall be the responsibility of the City Manager.

Section 3. Finances. The Animal Control Advisory Board shall review the City Manager's proposed annual budget for animal control and shall make recommendations for the funding of the animal control program of the City. The Board may also solicit or accept any gifts or bequests of money or other personal property or any donation to be applied, principal or income, for either temporary or permanent animal control purposes.

Section 4. Reports to Council. The Animal Control Advisory Board shall make such reports as the City Council shall require.

Section 5. Effective date. This ordinance shall take effect upon final passage by this Council, the public welfare requiring it.

Bob Henshryps
Mayor

ATTEST:

Eleanora
City Clerk

Passed first reading April 12, 1993

Passed second reading May 11, 1993

**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 2507

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, 2024 ("Effective Date"), and extend for a period of twenty-four (24) 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 one hundred-thirteen thousand, three hundred eighty two dollars, and ninety-eight cents (\$113,382.98). 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:

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 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:

Todd Sexton, TDOT Team Lead
State of Tennessee Department of Transportation
1951 S. Roane Street
Harriman, TN 37748
Todd.Sexton@tn.gov
Telephone # 865-717-4522
FAX # 865-882-7855

The Contractor:

Michelle Kelley
City of Kingston
900 Waterford Place
Kingston, TN 37763
Michelle.Kelley@Kingstontn.gov
Email Address
Telephone # 865-376-6584
FAX # 865-376-2325

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

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

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

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

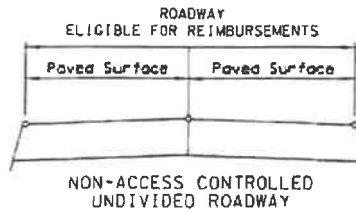


FIGURE 1A

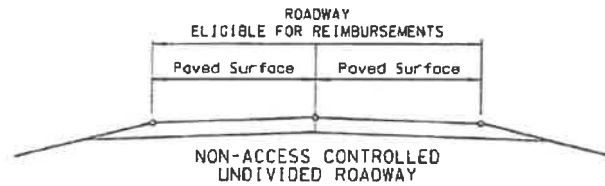


FIGURE 1B

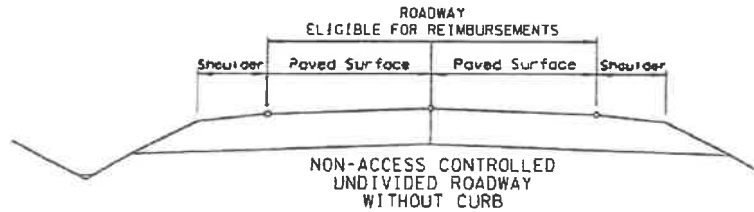


FIGURE 1C

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

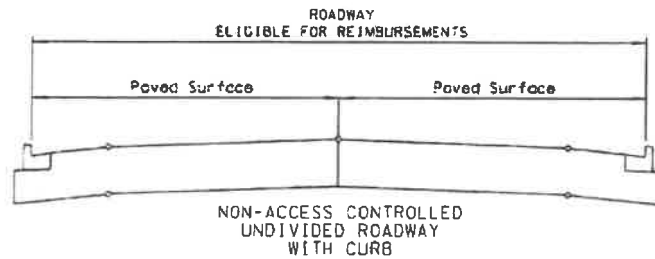


FIGURE 1D

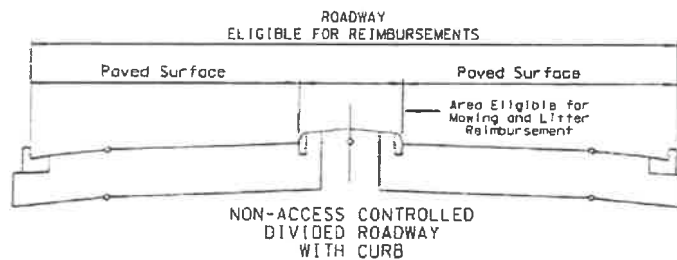


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

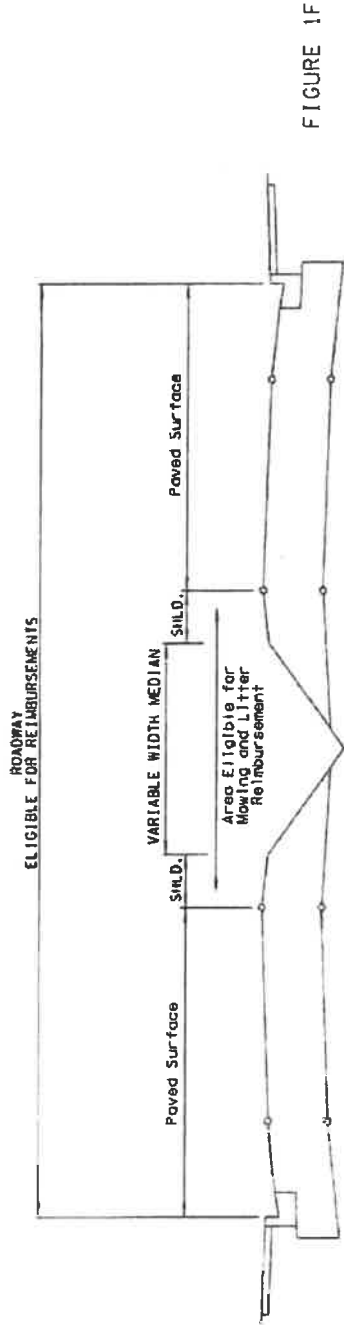


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

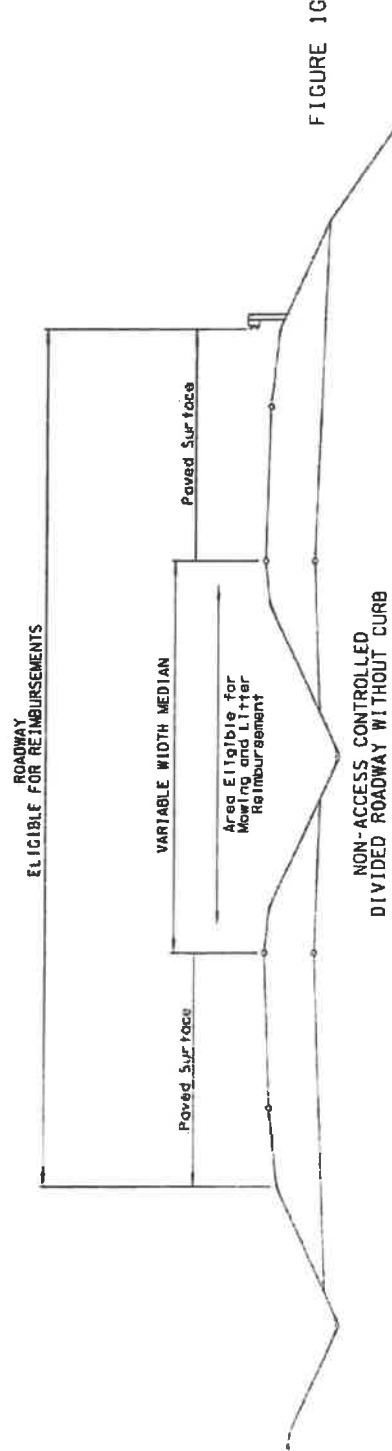


FIGURE 1G

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

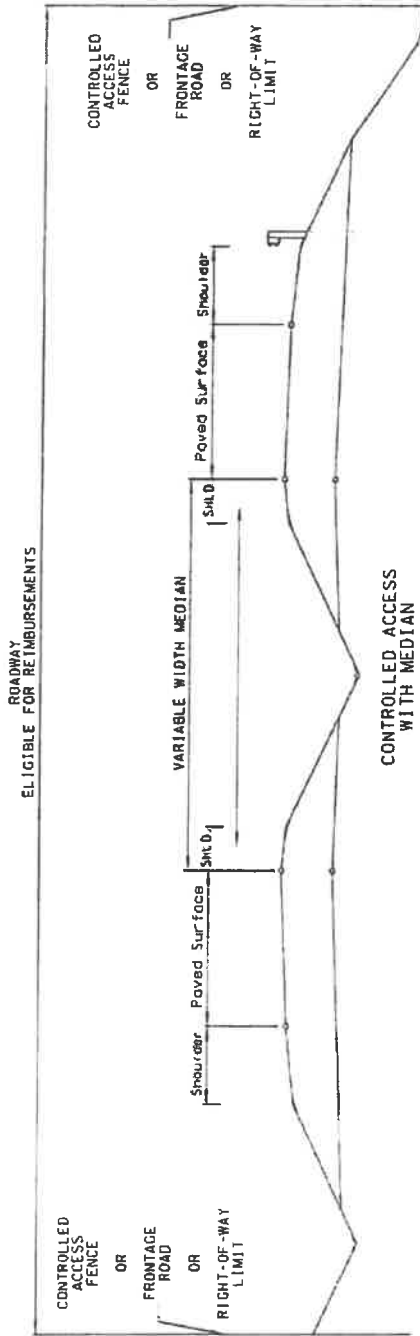


FIGURE 2A

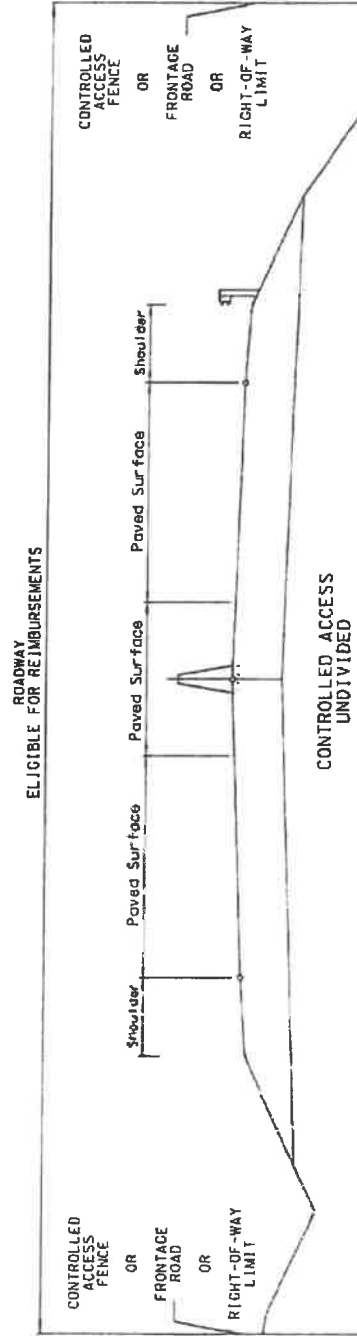


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2024-2026 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"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2024-2026 FISCAL YEAR

	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 TIED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIED (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, 2024 and ending June 30, 2026

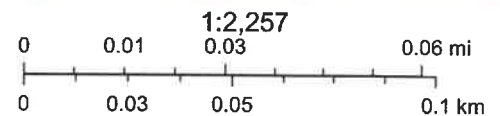
Job Title Classification	Low Rate	High Rate

Roane County - Parcel: 047O F 001.02



Date: April 29, 2024

County: Roane
Owner: CHURCH CALVARY BAPTIST TR
Address: ROANE ST
Parcel Number: 047O F 001.02
Deeded Acreage: 0
Calculated Acreage: 4.32



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The property lines are compiled from information maintained by your local

Roane (073) Tax Year 2024 | Reappraisal 2020

Jan 1 Owner: CHURCH CALVARY BAPTIST TR
 P O BOX 844
 KINGSTON TN 37763

Current Owner: P O BOX 844
 KINGSTON TN 37763

ROANE ST
 Ciri Map: 0470 Group: F Parcel: 001.02 SI: 000

Value Information

Land Market Value: \$79,300
 Improvement Value: \$0
 Total Market Appraisal: \$79,300
 Assessment Percentage: 25%
 Assessment: \$19,825

Subdivision Data

Subdivision:
 Plat Book: Plat Page: Block: Lot: B

Additional Information

Deed Acres 4.32

General Information

Class: 00 - Residential
 City #: 383
 Special Service District 1: 000
 District: 03
 Number of Buildings: 0
 Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC
 Utilities - Gas/Gas Type: 00 - NONE
 City: KINGSTON
 Special Service District 2: 000
 Neighborhood: K01
 Number of Mobile Homes: 0
 Utilities - Electricity: 01 - PUBLIC
 Zoning:

Outbuildings & Yard Items

Building #	Type	Description	Units
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Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
6/17/1987	\$0	P17	308	I - IMPROVED	-	-

Land Information

Deed Acres: 0	Calculated Acres: 4.32	Total Land Units: 4.32
Land Code	Soil Class	Units
01 - RES		4.32