



AGENDA

City Commission Meeting

Thursday, September 21, 2023 @ 6:00 PM
Commission Chambers, Municipal and Safety Building
FINAL AGENDA

1. CALL TO ORDER BY THE MAYOR

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

- 2.1 Invocation: Dr. Richard Aubrey, Milligan University
- 2.2 Pledge of Allegiance to the Flag

3. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

- 3.1 Consider approval of the minutes for the regularly scheduled City Commission meeting held on Thursday, September 7, 2023
[Agenda Summary - Pdf](#)

4. PUBLIC COMMENT ON AGENDA

5. PROCLAMATIONS - RESOLUTIONS - PRESENTATIONS

- 5.1 Presentation of a proclamation recognizing the month of September as Suicide Prevention Awareness Month in the City of Johnson City
[Agenda Summary - Pdf](#)

6. CONSENT AGENDA

6.1. General

- 6.1.1 Consider approval of a Resolution to name a street located in Clearwater Springs Subdivision, as Clearwater Lane (Development Services)
[Agenda Summary - Pdf](#)

- 6.1.2 Consider approval of an Engineering Agreement with Tysinger, Hampton & Partners, Inc. for Final Engineering Services & Construction Administration for the Knob Creek Road Improvements Utilities Relocations Project (Water & Sewer Services)

[Agenda Summary - Pdf](#)

6.2. Bids

- 6.2.1 ITB #6692: Yamaha Golf Car Company
Gasoline Golf Car Lease Contract
(Parks & Recreation Department)

[Agenda Summary - Pdf](#)

- 6.2.2 ITB #6719: School Outfitters
STEM Labs & Classroom Furniture
(Johnson City Schools: CTE Department)

[Agenda Summary - Pdf](#)

6.3. Purchases

- 6.3.1 Data Driven, LLC
Additional Watson Software Modules
(Johnson City Police Department)

[Agenda Summary - Pdf](#)

- 6.3.2 Chrysler Dodge Jeep Ram Fiat of Columbia
Four-(4) Mini-Vans
(Johnson City Schools: CTE Division)

[Agenda Summary - Pdf](#)

- 6.3.3 Fleenor Security Systems: CHANGE ORDER
Additional Camera System Purchases
(Water & Sewer Services Department-New Complex)

[Agenda Summary - Pdf](#)

7. ORDINANCES (SECOND READING)

- 7.1 Ordinance 4863-23: Second Reading (Public Hearing)
Abandonment of a portion of the public Right-of-Way known as James Keebler Lane
(Development Services)

[Agenda Summary - Pdf](#)

8. CITY MANAGERS REPORT

9. ADJOURNMENT

10. INFORMATION

- 10.1 Signed Check Report: Checks signed by the City Manager over \$50,000
(Administration)
[Agenda Summary - Pdf](#)
- 10.2 Monthly Report: Construction Project Reports - September 2023
(Administration)
[Agenda Summary - Pdf](#)
- 10.3 Monthly Report: Fuel Contract Purchases Report - August 2023
(Fleet Management)
[Agenda Summary - Pdf](#)

City Commission

AGENDA SUMMARY



SUBJECT: Consider approval of the minutes for the regularly scheduled City Commission meeting held on Thursday, September 7, 2023

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Finance Department

STAFF CONTACT: Raven Chesser, Administrative Coordinator

SUMMARY:

This item is the minutes for City Commission meeting held on Thursday, September 7th, 2023.

WHICH COMMISSION STRATEGIC GOAL DOES THIS SUPPORT?

Excellence in Government

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING DOCUMENTS:

[City Commission - September 7 2023 - Minutes](#)



City Commission
Thursday, September 7, 2023 @ 6:00 PM
Commission Chambers, Municipal and Safety Building

1. CALL TO ORDER BY THE MAYOR

A MEETING OF THE BOARD OF COMMISSIONERS OF THE CITY OF JOHNSON CITY, TENNESSEE was held in the Commission Chambers, Municipal and Safety Building, Johnson City, Tennessee on Sep 07 2023.

- PRESENT:** Mayor Todd Fowler, Vice Mayor Aaron Murphy, Commissioner Jenny Brock, Commissioner John Hunter, and Commissioner Joe Wise
- ABSENT:**
- STAFF** City Manager Cathy Ball and City Recorder Stephanie Laos
- PRESENT:**

Mayor Todd Fowler called the meeting to order at 6:02 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

At this time, Pastor Matt Miller, The Vinyard Fellowship, led the invocation, which was followed by the pledge of allegiance.

3. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

- 3.1. Consider approval of the minutes for the regularly scheduled City Commission meeting held on Thursday, August 17, 2023**

Motion to approve.

RESULT:	Carried 5-0
MOVER:	Commissioner Wise
SECONDER:	Commissioner Hunter
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

4. PUBLIC COMMENT ON AGENDA

No citizens signed up to speak during the public comment period.

5. PROCLAMATIONS - RESOLUTIONS - PRESENTATIONS

5.1. **Presentation of Wastewater Treatment Plant Awards
(Water & Sewer Services)**

Tom Witherspoon, Director of Water & Sewer Services, presented six Wastewater Treatment Plant Awards to representatives of the three City Wastewater Treatment Plants.

6. **APPOINTMENTS**

6.1. **Appointment: Civil Service Commission - One (1) Appointment**

Motion to appoint the Fire Fighter's recommended person to the Civil Service Commission for a term to end December 31, 2023.

RESULT:	Carried 5-0
MOVER:	Commissioner Wise
SECONDER:	Commissioner Brock
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

7. **STREET CLOSURES**

7.1. **Consider adding additional road closure request to the agenda, Oktoberfest at Atlantic Ale House.**

Motion to add 7.3 to the agenda.

RESULT:	Carried 5-0
MOVER:	Vice-Mayor Murphy
SECONDER:	Commissioner Wise
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

7.2. **Road Closure Request: Rally Day Celebration | St. John's Episcopal Church**

Motion to approve.

RESULT:	Carried 5-0
MOVER:	Commissioner Wise
SECONDER:	Commissioner Hunter
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

7.3. **Road Closure Request: Oktoberfest | The Atlantic Ale House**

Motion to approve.

RESULT:	Carried 5-0
MOVER:	Commissioner Hunter
SECONDER:	Commissioner Wise
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

8. **CONSENT AGENDA**

8.1.

Motion to approve the Consent Agenda for September 7, 2023, in its entirety.

RESULT:	Carried 5-0
MOVER:	Commissioner Wise
SECONDER:	Commissioner Hunter
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

8.1. **GENERAL**

- 8.1.1 **Consider approval of a Co-Location Option and Lease Agreement between Positive Alternative Radio, Inc. and City of Johnson City, TN for City owned tower and facility on Buffalo Mountain (Administration)**
- 8.1.2 **Consider approval of a Permissive Use Agreement for 1003 North Broadway to Frontier Health, Inc. (Administration)**
- 8.1.3 **Consider approval of a one-year, FY23-24 Contract between the city and Fairview Housing Management Corporation d/b/a Manna House for the acquisition of a facility to expand shelter capacity utilizing the Community Development Block Grant (CDBG) in the amount of \$88,000 (Development Services)**
- 8.1.4 **Consider approval of Federal Fiscal Years 2024-2025 Consolidated Planning Grant from TDOT (MTPO)**
- 8.1.5 **Consider approval of an Agreement of Sale for the purchase of property located at 311 West Fairview Avenue (Public Works Department)**
- 8.1.6 **Consideration of Contract Renewal for Limited Laboratory Services for the Tennessee Department of Environment & Conservation (Water & Sewer Services)**
- 8.1.7 **Resolution Authorizing the Mayor to Execute Necessary Documents for Economic Development Administration (EDA) Grant – 2009 Water Pressure Zone Improvements**

8.2. **BIDS**

- 8.2.1 ITB #6668: Armstrong Construction Company
Keystone Community Center: Roof Replacement & Exterior Improvements
Change Order
Facilities Management
- 8.2.2 ITB# 6711 - Tri City Locating
Underground Facilities Locating Services Contract
(Water/Sewer & Public Works Traffic)
- 8.2.3 ITB# 6713 - Rescue Simulation Products
Classroom Ambulance Simulator
(JC Schools, Career Technology)
- 8.2.4 ITB# 6714 Friendship Ford
Trucks and SUVs
(Fleet Management for various departments)

8.3. PURCHASES

- 8.3.1 Instructure
Benchmark Testing: Grades 8-12
(Johnson City Schools)
- 8.3.2 Connection
LED Display Boards w/Trolley
(Johnson City Schools: Technology Division)
- 8.3.3 MGX Equipment Services LLC
Crane Truck Repairs
(Water/Sewer Department)

9. ORDINANCES (FIRST READING)

- 9.1. Ordinance 4863-23: First Reading
Abandonment of a portion of the public Right-of-Way known as James Keebler Lane
(Development Services)

Motion to approve.

RESULT:	Carried 5-0
MOVER:	Commissioner Wise
SECONDER:	Commissioner Hunter
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

10. **ORDINANCES (THIRD READING)**

10.1. **Ordinance 4860-23: Third Reading**

**An Ordinance to amend the Zoning Map of the City of Johnson City, Tennessee by changing from the R-4 (Medium Density Residential) and MS-1 (Medical Services) Districts, to the B-4 (Planned Arterial Business) District for property located at the end of Clinchfield Street. Rezone #1109
(Development Services)**

Motion to approve.

RESULT:	Carried 5-0
MOVER:	Commissioner Wise
SECONDER:	Commissioner Hunter
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

10.2. **Ordinance 4861-23: Third Reading**

**An Ordinance to abandon a portion of the public right-of-way known as Clinchfield Street upon the terms and conditions contained herein and repealing all ordinances and parts of ordinances in conflict herewith.
(Development Services)**

Motion to approve.

RESULT:	Carried 5-0
MOVER:	Commissioner Wise
SECONDER:	Commissioner Hunter
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

10.3. **Ordinance 4862-23: Third Reading**

**An Ordinance to amend the Zoning Map of the City of Johnson City, Tennessee by changing from the RP-3 (Planned Residential) District to the R-5 (High Density Residential) District for property located along Knob Creek Road between West Mountainview Road and Knob Creek. Rezone #1105
(Development Services)**

Motion to approve.

RESULT:	Carried 5-0
MOVER:	Commissioner Wise
SECONDER:	Commissioner Hunter
AYES:	Mayor Fowler, Vice-Mayor Murphy, Commissioner Brock, Commissioner Hunter, and Commissioner Wise

11. **CITY MANAGERS REPORT**

12. ADJOURNMENT

There being no further business or discussion, Mayor Todd Fowler adjourned the meeting at 6:23 p.m.

13. INFORMATION

**13.1. Signed Check Report: Checks signed by the City Manager over \$50,000
(Administration)**

**13.2. Appointment of New Employees
(Human Resources)**

**13.3. Monthly Reports: Wastewater Treatment Plant Reports for July 2023
(Water & Sewer Services)**

TODD FOWLER, MAYOR

STEPHANIE S. LAOS, CITY RECORDER

City Commission

AGENDA SUMMARY



SUBJECT: Presentation of a proclamation recognizing the month of September as Suicide Prevention Awareness Month in the City of Johnson City

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Administration

STAFF CONTACT: Heather Hatfield, Administrative Coordinator

SUMMARY:

Presentation of proclamation recognizing the month of September as Suicide Prevention Awareness Month and urge all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy.

STAFF RECOMMENDATION:

As Appropriate

SUPPORTING DOCUMENTS:

[Suicide Awareness 2023](#)

- Whereas**

suicide is one of the most disruptive and tragic events a family and a community can experience, with more than 1,100 lives lost in Tennessee each year and an estimated 25 attempted suicides for each suicide death; and
- Whereas**

suicide is the eleventh-leading cause of all deaths in Tennessee, the third leading cause of death among youth and young adults ages 10-24 as well as the second leading cause of death of adults ages 35-44 and the sixth leading cause of death for adults ages 45-87; and
- Whereas**

more than three lives a day are lost to suicide in Tennessee, which means 21 Tennesseans are lost each week and 97 per month; and
- Whereas**

Tennessee veterans, active-duty military, and National Guardsmen face a disproportionate risk as compared to the general population, with more dying from suicide than combat; and
- Whereas**

public awareness of this tragic problem is the key to preventing further suffering and loss of life; and the risk for human self-destruction can be reduced through awareness, education and treatment as the highest risk for suicide is among the survivors of those who died by suicide or those who have attempted suicide; and
- Whereas**

Tennessee is a national leader in the effort to prevent suicide, being one of the first states to develop a suicide prevention and evaluation plan covering the lifespan; and
- Whereas**

suicide prevention has been declared a state priority by the Governor; and the Tennessee Legislature has declared teen suicide prevention as a state priority in partnership with the Tennessee Suicide Prevention Network to implement the Tennessee Strategy for Suicide Prevention; and
- Whereas**

the Tennessee Suicide Prevention Network is a grassroots collaboration of Tennesseans and organizations working to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the rate of suicide in our state
- Whereas**

every member of the community should understand that throughout life’s struggles we all need occasional reminders that we are all silently fighting our own battles; and
- Whereas**

we encourage all Tennesseans to take the time to inquire as to the wellbeing of their family and friends; to genuinely convey their appreciation for their existence by any gesture they deem appropriate; and to remember that a simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

Now, Therefore, I, Todd Fowler, Mayor of the City of Johnson City, Tennessee, do hereby proclaim September 2023 as

Suicide Prevention Awareness Month

in Johnson City, Tennessee, and do urge all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy.

In Witness Whereof,
I have hereunto set my hand and caused the Official Seal of the City of Johnson City, Tennessee, to be affixed this 21st day of September 2023.

Todd Fowler, Mayor

City Commission

AGENDA SUMMARY



SUBJECT: Consider approval of a Resolution to name a street located in Clearwater Springs Subdivision, as Clearwater Lane (Development Services)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Development Services

STAFF CONTACT: Will Righter, Director Planning & Development Services

SUMMARY:
This is a request to name a certain street Clearwater Lane. The street is located in Phase One of the Clearwater Springs Subdivision and was built to the standards required in the City of Johnson City Subdivision Regulations. The Johnson City Regional Planning Commission approved the final plat and street dedication at its regularly scheduled meeting on September 12, 2023. The 911 department has approved the name Clearwater Lane.
On January 15, 2015, your commission adopted a policy that the authority to name or rename all municipally owned public buildings, infrastructure, and facilities shall require adoption of a formal Resolution.

STAFF RECOMMENDATION:
Approval

SUPPORTING DOCUMENTS:
[Resolution-Clearwater Ln street name approval](#)

RESOLUTION TO NAME A CERTAIN STREET CLEARWATER LANE

WHEREAS, a certain street located in Phase One of the Clearwater Springs Subdivision was built to the standards prescribed in the City of Johnson City Subdivision Regulations;

WHEREAS, the street has been dedicated to the City of Johnson City;

WHEREAS, the Johnson City Regional Planning Commission approved the final plat and street dedication at its regularly scheduled meeting on September 12, 2023;

WHEREAS, on January 15, 2015, the City of Johnson City Board of Commissioners adopted a policy that the authority to name or rename all municipally owned public buildings, infrastructure, and facilities shall require adoption of a formal Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Johnson City, Tennessee, that the street depicted in Exhibit ‘A’ be named Clearwater Lane.

BE IT FURTHER RESOLVED, that this resolution be spread upon the official minutes of this meeting.

Approved and signed in open meeting on the 21st day of September, 2023

Todd Fowler, MAYOR

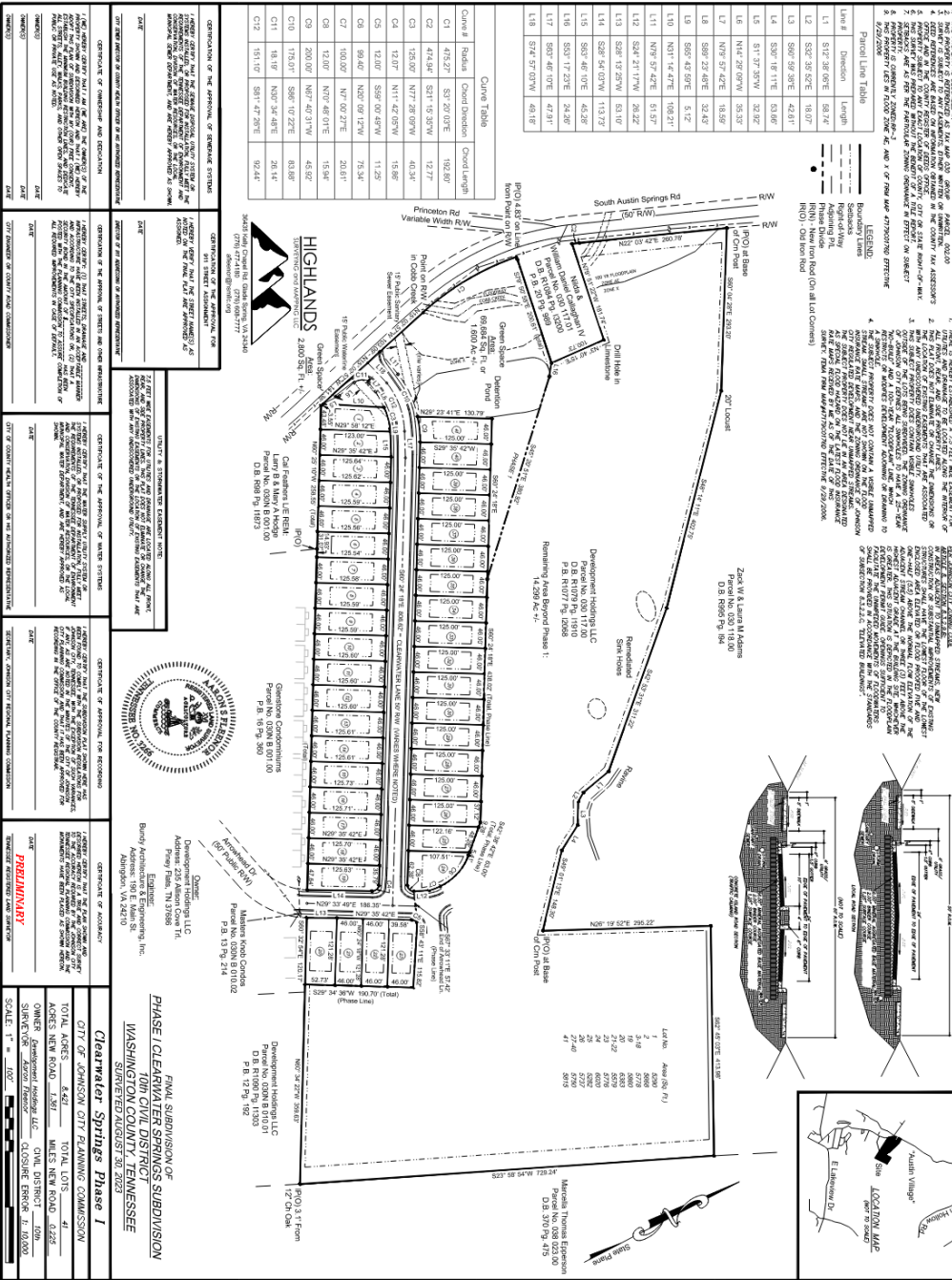
ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

“Exhibit ‘A’”



City Commission

AGENDA SUMMARY



SUBJECT: Consider approval of an Engineering Agreement with Tysinger, Hampton & Partners, Inc. for Final Engineering Services & Construction Administration for the Knob Creek Road Improvements Utilities Relocations Project (Water & Sewer Services)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Water & Sewer Services

STAFF CONTACT: Tom Witherspoon, Director

SUMMARY:

This recommendation is for the authorization for the Mayor to sign the Engineering Agreement with TH&P for the Final Engineering Services and construction administration for the potable water and sanitary sewer utility relocations for the Knob Creek Road Improvements Project for a not-to-exceed amount of \$362,500. This agreement is for final design, "A" Date, and "B" Date submittal package documents generation, bidding, and contract administration during construction.

Background

The Knob Creek Road Improvements Project (State Project 90LPLM-F2-025) will involve the construction of a new bridge over the existing CSX railroad. This new bridge will be constructed in the vicinity of the Knob Creek Road one lane road tunnel underpass near the Claude Simmons Road intersection. The new bridge will be built parallel to Knob Creek Road from near the W. Mountainview Road intersection to near Mizpah Hills Drive.

In addition to the bridge construction, Knob Creek Road will be widened just before Fairridge Road to the east and near Redstone Road to the west. This project with the final design and easement acquisition process currently underway by the State of Tennessee will involve significant design and construction administration assistance for the potable water and sewer utilities within the project area.

Due to the significant project footprint, there will be engineering services completed by TH&P as part of this agreement to design the relocation of existing water and sewer infrastructure in order to be moved to outside of the new construction area based on conflicts with other proposed utilities or new cut and fill locations affecting the depth over the existing potable water and sanitary sewer utility lines.

Sanitary Sewer

This engineering agreement from TH&P will include design services for the gravity sewer phase-out of two existing sanitary sewer lift stations from service at both the Stone Ridge 1 and Stone Ridge 2 lift stations. Gravity sanitary sewer service will also be extended to a group of properties along Knob Creek Road northwest of Mizpah Hills Drive where it is currently not available.

The Water & Sewer Department is currently completing a multi-year plan to reduce the number of sewer lift stations in operation. Approximately 20% of the existing sewer lift stations can be phased out from operation after the installation of gravity sewer. The completion of these lift station phase-out projects by gravity sewer

reduce operations and maintenance (O&M) costs, as well as avoid capital costs incurred by the Water & Sewer Department for stand-by generators, telemetry and fencing around the lift station sites.

Water

This Knob Creek Road Improvements Project will also allow the City to upgrade an existing 12" waterline located under the one lane tunnel along Knob Creek Road to a larger 16" waterline to add additional redundancy and reinforcement to better serve the 1937 water pressure zone in the Boones Creek Road corridor of Johnson City in the northwest portion of the city's water service area.

This zone in the Johnson City water service area has seen growth in residential developments and has more irrigation systems than any other zone within the system. This project will provide a new supply into the zone which will strengthen the system, increase the pressure and volume of water available, and provide redundancy.

This engineering services agreement with TH&P will also include TH&P completing all the required documents submission to TDOT as part of the "A" Date and "B" Date design package process as the entire project moves towards construction in the coming years.

Chapter 86 eligibility is in regards to the 2003 Public Chapter 86 legislative action to grant TDOT the authority to reimburse a utility for their utility relocation associated with a TDOT roadway construction project. This project will not be Chapter 86 eligible, so extensive design is necessary to limit the amount of water and sanitary sewer utilities that will be required to be relocated during construction. This extensive design process is critical since any potable water and sanitary sewer utility within the Knob Creek Road Improvements project that is required to be relocated will be paid for by the City of Johnson City Water/Sewer Department.

FINANCIAL IMPACT:

Water & Sewer Services Capital Plan

STAFF RECOMMENDATION:

W/S Staff recommends approval. The Legal and Risk Management departments have also reviewed this agreement and recommend approval as well.

SUPPORTING DOCUMENTS:

[9 21 23 - Knob Creek Road Improvements Project - Utility Relocations #2310601C Agreement - THP](#)



September 1, 2023

Mr. Tom Witherspoon
Director, Water & Sewer Services Department
P.O. Box 2150
Johnson City, TN 37605-2150

Phone: (423) 434-6062
Fax: (423) 461-1657
E-mail: twitherspoon@johnsoncitytn.org

**RE: Knob Creek Road Improvements, Utility Relocations
Johnson City, TN
TH&P Project No. 2310601C**

Dear Mr. Witherspoon:

In accordance with your request, Tysinger, Hampton & Partners, Inc. has prepared a proposal for surveying and engineering services for water and sanitary sewer utility coordination in conjunction with the Knob Creek Road Improvement project (State Project 90LPLM-F2-025) in Johnson City, Tennessee. This proposal is based on the following:

- The scope of work included in this proposal is generally identified on the attached Utility Relocation Exhibit.
- The utility designs shall be prepared in accordance with Tennessee Department of Transportation (TDOT) standard drawing format for inclusion with the State construction contract.
- Available existing GIS mapping will be supplemented as needed with topographic field surveys of the project areas, for use in design.
- TH&P will attempt to locate the proposed utilities within existing rights-of-way or easements, unless otherwise directed by the Owner.
- The Owner will provide documentation of existing utility easements, for use in design and identifying Chapter 86 eligible items (if applicable).
- Boundary and topographic survey data collected for the Knob Creek Road Improvement project will be utilized by TH&P for the designs described herein. Additional data may be required to design and prepare easements for "off-site" utility lines as described in Part II Scope of Additional Services, items 3 and 4.
- Owner will provide design plans (as-built records, if available) for the public sanitary sewer line to be installed as part of development of the property located at Tract 25 to TH&P, for use in design. The Sewer Line Section C of this

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proposal will be coordinated with the public sanitary sewer line planned/constructed for this development site.

- There are 12-inch and 16-inch existing water lines along Knob Creek Road that will be impacted by the proposed roadway improvements. It is understood that the existing 12-inch water line along Knob Creek Road will be upgraded to a 16-inch water line.
- A portion of the existing 12-inch water line to be upgraded is located within an existing tunnel underneath the CSXT ROW. It is understood that this section of water line will be upgraded to a 16-inch, and it is to be located inside the existing tunnel.

This proposal is outlined as follows:

I. SCOPE OF BASIC SERVICES

PART A - SANITARY SEWER LINES

1. **130 TH&P** to review and convert the Knob Creek Road Improvement Project CAD files, for use in design and preparing "A" and "B" date sanitary sewer utility submittal packages to TDOT and generating construction plans for inclusion with the State construction contract.
2. **130 TH&P** to provide the design of sanitary sewer lines in coordination with the Knob Creek Road Improvement project as outlined below:
 - a) Sewer Line Section A - Design of a gravity sanitary sewer line to phase-out the Stoneridge 1 Lift Station. This line will also provide gravity sewer connections (if needed) for Tracts 5, 6, and 7. The sewer line will extend approximately 1,720' from the existing Stoneridge 1 Lift Station near Tract 2 to an existing sanitary sewer manhole on Tract 15.
 - b) Sewer Line Section B - Design the relocation of approximately 600' of existing 8-inch gravity sanitary sewer lines near a proposed detention basin at Tract 15.
 - c) Sewer Line Section C - Design of a gravity sanitary sewer line to phase-out the Stoneridge 2 Lift Station. The sewer line design will extend approximately 1,500' from the existing Stoneridge 2 Lift Station located at the end of Redstone Drive in the Stoneridge subdivision, past Tract 21, across West Mountainview Road, to Tract 25. Tract 25 is understood to be in the process of development, including provision of a public sanitary sewer line that terminates at West Mountainview Road. As such, design of the sanitary sewer line to phase-out the Stoneridge 2 Lift Station will be coordinated with the development

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plans for Tract 25, and will connect to a manhole provided by this development.

d) Abandonment design of existing sanitary sewer lines, as needed.

- 3. **130 TH&P** to provide a TDOT “A” Date Submittal package for the sanitary sewer utility, including preliminary sanitary sewer design, location approval plans (rainbow plans), a Utility Estimate of Cost, Schedule of Estimated Calendar Days, and preparation for the Utility Deconfliction Meeting (attendance at meetings will be invoiced under Section II).
- 4. **130 TH&P** to provide a “B” Date Submittal package for the sanitary sewer utility, including a completed TDOT Utility Item Spreadsheet, black and white sewer utility relocation plans, color-coded sewer utility relocation plans, CAD files (dgn format), construction specifications (PDF format), and Modified Utility Spreadsheet (MUES).
- 5. **130C TH&P** to assist the owner in preparing permit submittals for the sanitary sewer utility construction. Permitting submittals are expected to include the following:
 - a. Tennessee Department of Environment and Conservation Division of Water Resources Plans Review and Approval for Public Sanitary Sewerage Systems
 - b. Tennessee Department of Environment and Conservation General Aquatic Resource Alteration Permit (ARAP)
 - c. City of Johnson City Right-of-Way Excavation Permit

PART A SUBTOTAL..... \$ 112,500.00

PART B - WATER LINES

- 1. **130 TH&P** to review and convert the Knob Creek Road Improvement Project CAD files, for use in design, preparing water utility “A” and “B” date submittal packages to TDOT, and generating construction plans for inclusion with the State construction contract.
- 2. **130C TH&P** to provide the design of water lines in coordination with the Knob Creek Road Improvement project as outlined below:
 - a) Review the existing 16-inch water line along Knob Creek Road to determine if relocation is required. If required, design the relocation of the existing 16-inch water line along Knob Creek Road (estimated at approximately 2,645'). There are two existing sections to be reviewed as described below:

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- 1) Water Line Section A - This section of water line extends from the beginning of the Knob Creek Road project near Tract 2, and extends along Knob Creek Road to approximately Tract 7 (estimated at $\pm 1,040'$).
- 2) Water Line Section B - This section of water line extends from approximately Tract 7, and extends along Knob Creek Road to the intersection with Claude Simmons Road (estimated at $\pm 1,605'$).
- b) Design the upgrade and replacement of the existing 12-inch water line along Knob Creek Road to a 16-inch water line (estimated at approximately 3,073'). There are two existing sections to be upgraded and replaced as described below:
 - 1) Water Line Section C - This section of water line extends approximately from the intersection of Knob Creek Road and Claude Simmons Road, through an existing tunnel beneath the CSXT ROW, and along Knob Creek Road to the intersection with West Mountain View Road (estimated at $\pm 677'$).
 - 2) Water Line Section D - This section of water line extends approximately from the intersection of Knob Creek Road and West Mountain View Road to Tract 31 (estimated at $\pm 2,397'$).
- c) Abandonment of existing water lines, as needed.
3. **130 TH&P** to provide an "A" Date Submittal package for the water line utility (rainbow plans), including a Utility Estimate of Cost, Schedule of Estimated Calendar Days, and preparation for the Utility Deconfliction Meeting (attendance at meetings will be invoiced under Section II).
4. **130 TH&P** to provide a "B" Date Submittal package for the water line utility, including a completed TDOT Utility Item Spreadsheet, black and white water utility relocation plans, color-coded water utility relocation plans, construction specifications, and CAD files of the water utility relocation (.dgn format).
5. **130C TH&P** to assist the owner in preparing permit applications for the water utility construction. Permitting submittals are expected to include the following:
 - a. Tennessee Department of Environment and Conservation Division of Water Resources Plans Review and Approval for Public Water Systems



Mr. Tom Witherspoon
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- b. Tennessee Department of Environment and Conservation General Aquatic Resource Alteration Permit (ARAP)
- c. City of Johnson City Right-of-Way Excavation Permit
- d. CSXT Utility Encroachment

PART B SUBTOTAL..... \$ 147,000.00

PART C – BIDDING PHASE (TDOT CONTRACT)

- 1. **170C TH&P** to attend Pre-Bid Conference and provide relevant information related to bidding and construction.
- 2. **170C TH&P** to respond to Requests for Information (RFI's) from contractors during the bidding process.
- 3. **170C TH&P** to assist in the preparation of addenda for the utility work within project scope.
- 4. **810C TH&P** to attend pre-construction and coordination meetings, as requested by the Owner.

PART C SUBTOTAL..... \$ 10,000.00

PART D – CONSTRUCTION PHASE

- 1. **170C TH&P** to review shop drawing submittals from the contractor regarding utility work.
- 2. **170C TH&P** to respond to Requests for Information (RFI's) from contractors during the construction process.
- 3. **810C TH&P** to attend construction and coordination meetings, as requested by the Owner.

PART D SUBTOTAL \$ 46,000.00

TOTAL BASIC SERVICES \$ 315,500.00

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II. SCOPE OF ADDITIONAL SERVICES (AS NEEDED)

The following items (Nos. 1 through 5) will be provided on an “as-needed” basis. These services will be invoiced at the unit rates listed below until the Estimated Budget Amount is expended. If the actual services requested are greater than the budgeted amount, additional compensation will be requested.

- 1. **810C TH&P** to attend meetings, as requested. This item will be invoiced at hourly unit rates in accordance with the attached *2022 Unit Rate Schedule*.
Estimated Budget Amount \$ 6,000.00

- 2. **990C TH&P** to provide miscellaneous reimbursable expenses, including documents for permitting, prints, transportation, mileage, copies, faxes, and postage. These items will be invoiced at hourly unit rates in accordance with the attached *2022 Unit Rate Schedule*.
Estimated Budget Amount \$ 1,000.00

- 3. **430 TH&P** to provide topographic surveys of the utility routes located outside of the Knob Creek Road Improvement project (if needed) for use in design and preparing off-site easements. This item will be invoiced at hourly unit rates in accordance with the attached *2022 Unit Rate Schedule* according to the actual topographic surveys needed.
Estimated Budget Amount \$ 10,000.00

- 4. **430 TH&P** to provide boundary surveys of the utility routes that are located outside of the Knob Creek Road Improvement project (if needed) for use in design and preparing off-site easements. This item will be invoiced according to the actual boundary surveys needed.
Estimated Budget Amount \$ 20,000.00

- 5. **130 TH&P** to provide easement documents for the sanitary sewer lines that are to be located outside of the public right-of-way, including legal descriptions and exhibits. Easement documents will be invoiced according to the actual number of easements needed at a unit rate of \$1,000 per easement.
Estimated Budget Amount \$ 10,000.00

TOTAL ADDITIONAL SERVICES (ESTIMATED BUDGET COST)..... \$ 47,000.00

TOTAL PROPOSAL AMOUNT \$ 362,500.00

Mr. Tom Witherspoon
Knob Creek Road Improvements, Utility Relocations
September 1, 2023

III. NOT INCLUDED IN THIS PROPOSAL BUT CAN BE PROVIDED

1. Geotechnical Engineering
2. Structural Engineering
3. Boundary and Topographic Survey – Except as noted
4. Traffic Study
5. Traffic Signal Design
6. Excessive Revisions to Utility Construction Plans
7. Environmental Study
8. Water Quality Designs
9. Stream Mitigation and Designs
10. Flood Study
11. Architectural Designs
12. Street Lighting/Electrical
13. Telecommunications Lines
14. Natural Gas Line Relocation
15. Natural Stream Design/Mitigation
16. Pump Station Design
17. Railroad Permit Review Fees
18. US Army Corps of Engineers (ACOE) Permits
19. Individual Aquatic Resource Alteration Permits (Individual ARAP)
20. Stormwater Pollution Prevention Plan (SWPPP) & NPDES Stormwater Construction Permit
21. Permit Fees (by owner). (Checks for permit fees can either be written to the respective permitting entity by the owner or TH&P. If TH&P writes the check, the owner will be assessed a service fee of 15% which will be included as a reimbursable expense on the invoice.)
22. FEMA Permitting and Fees (LOMR, CLOMR)
23. Wetlands/Stream Identification/Mitigation
24. Underground Utility Location Services
25. As-Built Survey
26. Construction Services – Except as noted
 - a. Construction Staking
 - b. Construction Observation
 - c. Construction Administration
 - d. Construction Testing
 - e. Records and Reports
 - f. Construction Meetings
 - g. Change Order Requests
 - h. Pay Requests
 - i. Substantial and Final Completion Inspections
 - j. One-Year Warranty Inspection(s)
27. Any tasks not specifically stated within the scope described herein.



Mr. Tom Witherspoon
Knob Creek Road Improvements, Utility Relocations
September 1, 2023

IV. SPECIAL CONDITIONS

1. Utilities

Location of utilities existing on or serving the surveyed property and/or area as determined by:

- Observed evidence collected on or above the surface of the surveyed property observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over or beneath the survey property. Examples of such evidence include pipeline markers, manholes, valves, meters, transformers, pedestals, clean-outs, utility poles, overhead lines and guy wires.
- Evidence from plans requested by TH&P and obtained from utility companies and/or provided by the client (with reference as to the sources of information)
- Markings requested by TH&P pursuant to an 811 utility locate or similar request

Representative examples of such utilities include, but are not limited to:

- Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
- Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed area. Without express a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole cross members or overhangs;
- Utility company installations on the surveyed property and/or area.

Please note: With regard to source information, plans and markings will be combined with observed evidence of utilities to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case TH&P shall note on the survey how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.

2. Schedule

Our schedule will permit us to start upon receipt of notice to proceed. We will put forth our best effort to meet any schedule you feel may be necessary.

Mr. Tom Witherspoon
Knob Creek Road Improvements, Utility Relocations
September 1, 2023

3. Payment

Invoices will be based on percentage of work completed.

4. Revisions

Minor plan changes resulting from architectural revisions, owner comments, regulatory changes, etc. are anticipated and included in the fees outlined in this proposal. Should excessive revisions necessitate substantial reworking of our original scope of services, then additional engineering fees may apply. These additional fees will be identified to the client prior to continuation of the work and will either be billed at unit rates or a negotiated price, as mutually agreed.

5. Fees

The above prices are valid for thirty days only.

6. Questions and Field Visits

Questions and/or request field visits during construction that are not included in the scope of services will be billed at unit rates unless an agreement is made otherwise.

7. Plans

All plans, including but not limited to surveys, plats, exhibits and construction drawings, will be prepared using an AutoCAD format.

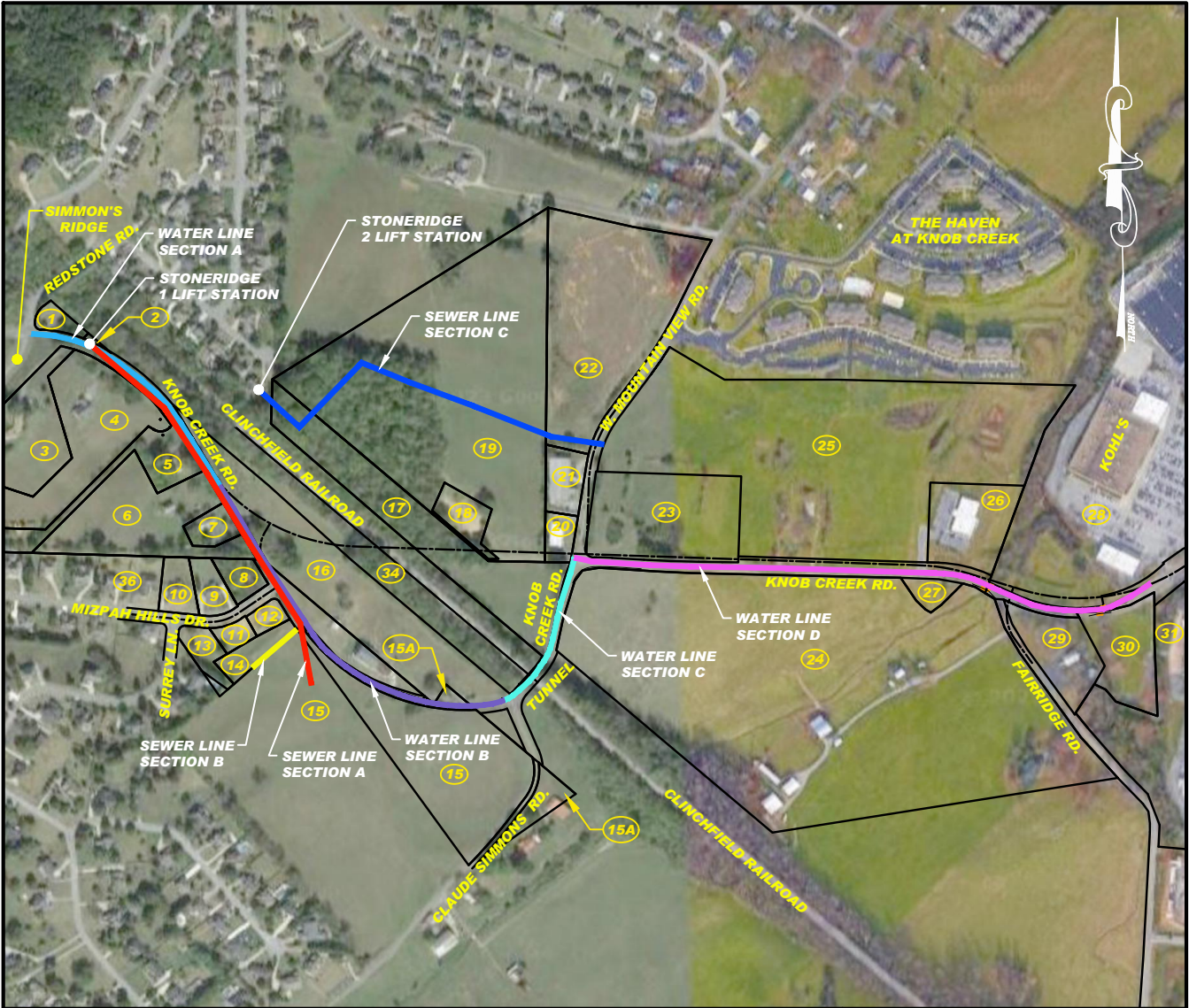
Thank you for the consideration to work with you on this project. If you would like to initiate our services on this project, please sign in the space provided on the attached agreement and we will use this correspondence as notice to proceed with the work.

Sincerely,
Tysinger, Hampton & Partners, Inc.



Thomas O. Patton, Jr., PE
President





DWG TITLE: UTILITY RELOCATION EXHIBIT

PROJECT: KNOB CREEK ROAD IMPROVEMENTS, UTILITY RELOCATIONS

PREPARED FOR: THE CITY OF JOHNSON CITY

LOCATION: JOHNSON CITY, TENNESSEE

These documents prepared by Tysinger, Hampton & Partners, Inc. (TH&P) are instruments of TH&P's service. Unless otherwise indicated, TH&P shall be deemed the author of drawings, specifications and other documents and will retain all common law, statutory and other reserved rights, in addition to the copyright. Documents prepared by TH&P are for use solely with respect to this project. These documents shall not be used, copied or retained without the specific written consent of TH&P. Any violations of the above rights of TH&P shall be prosecuted to the maximum possible extent within the law.



Page 12 of 25

Tysinger, Hampton & Partners, Inc.
Civil Engineering · Surveying · Environmental Consulting
7 WORTH CIRCLE
JOHNSON CITY, TENNESSEE 37601
Phone:(423) 282-2687 · Fax: (423) 854-4563
Email: thp@tysinger-engineering.com
WWW.TYSINGER-ENGINEERING.COM

SCALE: 1"=600'

DATE: 8/15/23

DRAWN: SDC

CADD FILE: Proposal Map_8-31-23

PROJECT NO. **2310601C**



☐ E-mail Instructions:

Please find attached a copy of our Agreement for Professional Services. If you would like to initiate our services, **please sign the agreement on page 3, initial pages 1 and 2 (as indicated) and return to:**

Contract Department
E-mail: owalker@tysinger-engineering.com

Upon receipt we will execute and return to you for your files.

☐ Facsimile Instructions:

Please find attached a copy of our Agreement for Professional Services. If you would like to initiate our services, **please sign the agreement on page 3, initial pages 1 and 2 (as indicated) and return to:**

Contract Department
Attn: Olivia Walker
Fax: (423) 282-1621

Upon receipt we will execute and return to you for your files.

☐ Mailing Instructions:

Please find enclosed 2 copies of our Agreement for Professional Services. If you would like to initiate our services, **please sign both copies of the agreement on page 3, initial pages 1 and 2 (as indicated) and return both to:**

Contract Department, Attn: Olivia Walker
Tysinger, Hampton & Partners, Inc.
P.O. Box 982
Johnson City, TN 37605-0982

Upon receipt, we will execute one copy and return to you for your files.

Thank you for the consideration to work with you on this project.

Project: Knob Creek Road Improvements, Utility Relocations
Number/Client: 2310601C/City of Johnson City

Tysinger Hampton & Partners, Inc.



AGREEMENT FOR PROFESSIONAL SERVICES

Project Number: 2310301C Date: September 1, 2023
Client's Name: City of Johnson City
Address: P.O. Box 2150
City, State Zip: Johnson City, TN 37605-2150
Code:
Phone: (423) 434-6062 Fax: (423) 461-1657
E-mail: twitherspoon@johnsoncitytn.org

Project Name: Knob Creek Road Improvements, Utility Relocations
Location/Address: Knob Creek Road
City, State Zip Code: Johnson City, TN

Project Description : See the attached proposal dated 09/01/2023.

Scope of Services: See the attached proposal dated 09/01/2023.

Compensation for Services: See the attached proposal dated 09/01/2023.

Special Conditions:

- If surveying of existing utilities is being provided as a part of the scope of services, TH&P recommends that the client engage the services of a qualified utilities locator to identify the location of underground utilities prior to TH&P initiating surveying activities. TH&P will only survey visible utilities or utilities identified by others. Any utilities or underground facilities requested by the client to be surveyed after completion of surveying services will be considered an extra and will be billed at unit rates or at a negotiated price.

The above price(s) is valid for thirty days from date offered.

THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES (2 THROUGH 3)
ARE AN INTEGRAL PART OF THIS AGREEMENT.

____ Client (Initials) TDP TH&P (Initials)

Page 1 of 3

TERMS & CONDITIONS

1. ACCESS TO THE SITE/JOBSITE SAFETY:

Unless otherwise stated, Tysinger, Hampton & Partners, Inc. (TH&P), herein referred to as the CONSULTANT, will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage resulting for these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide design and construction observation services relating to the CONTRACTOR's safety precautions or to means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, or scheduling of construction, or for jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

2. INDEMNIFICATION:

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damages, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the CONSULTANT is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement.

The CONSULTANT is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

3. INSURANCE:

The CONSULTANT shall secure and endeavor to maintain such insurance as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the Consultants' services under this agreement.

4. RISK ALLOCATION/LIMITATION OF LIABILITY:

In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the CONSULTANT's fee or \$50,000.00, whichever is greater for any claim arising out of the CONSULTANT's negligence.

5. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15% of the total compensation earned to the time of termination to account for the CONSULTANT's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

6. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily

limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project; long distance calls; overnight mail; telecopies;; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the CONSULTANT. Fees paid by CONSULTANT for (c) testing and/or for securing approval of authorities having jurisdiction over the Project and (d) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT, shall be billed as a multiple of 1.15 times the cost paid by the CONSULTANT.

7. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

8. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this Agreement that all drawings, specifications and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the Project or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT. Any reuse or adaption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

9. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party was a waiver of a subsequent breach of the same by the other party.

10. PAYMENT TO THE CONSULTANT:

Fees for services shall be as provided in this Agreement. Where the approximate total fee is based on a manpower estimate and is to be billed on an hourly basis per the CONSULTANT's Standard Fee Schedule, this total fee shall be understood to be an estimate. If the CONSULTANT's estimate is exceeded by more than ten percent (10%), the CLIENT shall be so notified in advance.

Progress payments shall be made in proportion to services rendered and will be invoiced on a semimonthly basis, unless otherwise stated on page one. Invoice amounts are due when rendered and shall be considered past due if not paid within Fifteen (15) days after issue date. At the sole discretion of the CONSULTANT, unpaid amounts may be subject to a monthly service charge of 2% of the then unpaid balance (24.0% true annual rate), from the fifteenth (15th) day, with a minimum charge of 2%.

If the CLIENT fails to make payments when due the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

Client (Initials) TDP TH&P (Initials)
Page 15 of 25

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

11. CLIENT'S RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANT's submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private properties as necessary to accomplish the work;
- Provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the Project.
- Furnish approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project;
- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof; and
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.

12. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction cost* prepared by the CONSULTANT represents his judgement as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

13. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or by the CLIENT's representatives, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

14. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that

such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

15. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:

It is understood and agreed that if CONSULTANT's *Basic Services* under this Agreement do not include project observation or review of the CONTRACTOR's performance or any of the construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for Additional Services as provided in this Agreement.

16. WAIVER

In consideration of the substantial risks to the Engineer in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer), which may arise out of or in connection with this Project or the performance, by any of the parties above named, of the services under this agreement.

Accepted By: City of Johnson City
(Client's Company Name)

(Client's Signature) (Date Accepted)

(Print Client's Name and Title)

Tysinger Hampton & Partners, Inc.
Thomas O. Patton, Jr. 9-01-23
(Consultant's Signature) (Date Accepted)

Thomas O. Patton, Jr., President
(Print Consultant's Name and Title)

GENERAL CONTRACT FORM

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the **Insurance Checklist that identify specific requirements for the bid or project.**

INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term “Contract” as used in this section shall mean the Agreement covering the work that is entered into between the City of Johnson City, Tennessee and the Consultant.

1. General Insurance Requirements:

1.1 The Consultant shall not start work under this contract until the Consultant has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Consultant allow any subconsultant to start work on any subcontract until all insurance required of the subconsultant has been so obtained and approved by the Consultant. Approval of insurance required of the Consultant will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City's request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Consultant, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation and Professional Liability and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term “City” applies to all policies issued under the contract:

“The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the City of Johnson City, Dept. of Education (A.K.A “Johnson City Schools”).”

1.4 The Consultant shall provide insurance as specified in the Insurance Checklist contained in this document. In the event that Consultant obtains insurance coverage that is broader than the minimum required by this Agreement, this Agreement shall be deemed to require the broader coverage, including but not limited to any greater limits and any excess or umbrella coverages.

1.5 The Consultant covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the Consultant's performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid Consultant completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Consultant shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Consultant assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Consultant fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Consultant and the Consultant shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. **Consultant** is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage."

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subconsultants and any persons employed by the subconsultant.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subconsultant and the City. The Consultant shall be as fully responsible to the City for acts and omissions of the subconsultant and of persons employed by them as it is for acts and omissions of persons directly employed by the Consultant.

1.10 Precaution shall be exercised by the Consultant at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Consultant and its subconsultants during the term of the Contract, and the Consultant shall

be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Consultant can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Consultant shall assume all deductibles.

2. Consultant's Insurance – Occurrence Basis:

2.1 The Consultant shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Consultants;
 - iv. Contractual Liability including protection for the Consultant from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards.
- **Professional Liability/Miscellaneous Errors and Omissions** insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under the contract, in the amount shown in the Checklist.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

- **Worker’s Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers’ Liability coverage.

3. Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial General or other liability insurance purchased by the Consultant has been issued on a claims-made basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Consultant must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of three years for Professional Liability; two years for CGL and other Liability, after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Consultants or subconsultants’ work under this contract, or
- ii. Purchase an extended (minimum three years for Professional Liability; two years for CGL and other Liability) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Consultant may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

5. Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

6. Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Consultant’s Name: _____ Tysinger, Hampton & Partners, Inc.
EIN or SSN: _____ 62-1272111
Authorized Representative (Printed): _____ Thomas O. Patton, Jr., PE
Authorized Representative (Signature): _____ *Thomas O. Patton, Jr.*
Title: _____ President
Date: _____ September 1, 2023

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.

Insurance Guide – Prof. Lia.
Revised 3/29/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 104 Woodmont Blvd. Suite 400 Nashville TN 37205	CONTACT NAME: Judy Witt PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jwitt@risk-strategies.com INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tysinger Hampton & Partners Inc. 7 Worth Circle PO Box 982 Johnson City TN 37605	NAIC # 37885

COVERAGES
CERTIFICATE NUMBER: 09/06/23 --

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5018138	09/08/2023	09/08/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: TH&P Job #2310601C
Knob Creek Road Improvements, Water & Sanitary Sewer Utilities, Utility Relocations.

CERTIFICATE HOLDER
CANCELLATION

City of Johnson City Water & Sewer Services Department P.O. Box 2150 Johnson City TN 37605-2150	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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INSURANCE CHECKLIST

(Water/Sewer – Knob Creek Road Improvements Design & Construction Admin.)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- ☒ 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- ☒ 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$500,000 BI/PD each accident, Uninsured Motorist
- ☒ 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- ☒ 8. Umbrella Liability \$2 Million Bodily Injury, Property Damage and Personal Injury
- ☐ 9. Per Project Aggregate
- ☐ 10. Professional Liability
 - ☒ a. Architects and Engineers \$1 Million per occurrence/claim
 - ☐ b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - ☐ c. Medical Malpractice \$1 Million per occurrence/claim
 - ☐ d. Medical Professional Liability \$1 Million per occurrence/claim
- ☐ 11. Miscellaneous E & O \$1 Million per occurrence/claim
- ☐ 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- ☐ 13. Motor Cargo Insurance
- ☐ 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- ☐ 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- ☐ 16. Inland Marine-Bailee's Insurance \$
- ☐ 17. Moving and Rigging Floater Endorsement to CGL
- ☐ 18. Dishonesty Bond \$
- ☐ 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- ☐ 20. XCU Coverage Endorsement to CGL
- ☒ 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- ☒ 22. Notice of cancellation, ~~non-renewal or material change~~ in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- ☒ 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; must submit copy of endorsement(s).** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.org.)
- ☒ 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- ☐ 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

1 through 8 _____ Comments: _____

Is Professional Liability excluded under General Liability? Yes _____ No _____
 Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____
 Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A __A+__ XV ____; Insurer B ____; Insurer C ____; Insurer D ____

AGENCY NAME: Risk Strategies Company

AUTHORIZED SIGNATURE: _____

Date: 08/17/23

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: Tysinger, Hampton & Partners, Inc. AUTHORIZED SIGNATURE: _____

Date: _____ AUTHORIZED (Printed): _____

Bid Number: _____

Bid or Project Name: Knob Creek Road Improvements, Water & Sanitary Sewer Utilities

This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heritage Insurance Group, Inc. 532 Princeton Road P.O. Box 420 Johnson City TN 37605	CONTACT NAME: Kristin Weathers PHONE (A/C, No, Ext): (423) 283-9811 FAX (A/C, No): (423) 283-9889 E-MAIL ADDRESS: kweathers@herinsgrp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Frankenmuth Mutual Insurance	
INSURER B: Twin City Fire Ins Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23/24 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	EMPLOYEE BENEFITS LIABILITY -						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB						Medical payments \$ 5,000
	EXCESS LIAB						EACH OCCURRENCE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TH&P Job #2310601C Knob Creek Road Improvements, Utility Relocations
 The City of Johnson City is included as an additional insured as respects to the General Liability. These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

City of Johnson City
 Water & Sewer Department
 PO BOX 2150
 Johnson City TN 37605-2105

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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INSURANCE CHECKLIST

(Water/Sewer – Knob Creek Road Improvements Design & Construction Admin.)

MINIMUM LIMITS

REQUIRED COVERAGE (marked by "x")

- | | | |
|-------------------------------------|---|---|
| <input checked="" type="checkbox"/> | 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) | Statutory limits of Tennessee |
| <input checked="" type="checkbox"/> | 2. And Employer's Liability | \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit |
| <input checked="" type="checkbox"/> | 3. Commercial General Liability (Including Premises/Operations) | \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate |
| <input checked="" type="checkbox"/> | 4. Automobile Liability & Owned/Hired/Non-Owned Vehicles | \$500,000 BI/PD each accident, Uninsured Motorist |
| <input checked="" type="checkbox"/> | 5. Independent Contractors | \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate |
| <input checked="" type="checkbox"/> | 6. Products/Completed Operations | \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate |
| <input checked="" type="checkbox"/> | 7. Contractual Liability | \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate |
| <input checked="" type="checkbox"/> | 8. Personal and Advertising Injury Liability | \$1,000,000 each offense, \$1 Million annual aggregate |
| <input checked="" type="checkbox"/> | 9. Umbrella Liability | \$2 Million Bodily Injury, Property Damage and Personal Injury |
| <input type="checkbox"/> | 10. Per Project Aggregate | |
| <input checked="" type="checkbox"/> | 11. Professional Liability | \$1 Million per occurrence/claim |
| <input type="checkbox"/> | a. Architects and Engineers | \$2 Million per occurrence/claim |
| <input type="checkbox"/> | b. Asbestos Removal Liability | \$1 Million per occurrence/claim |
| <input type="checkbox"/> | c. Medical Malpractice | \$1 Million per occurrence/claim |
| <input type="checkbox"/> | d. Medical Professional Liability | \$1 Million per occurrence/claim |
| <input type="checkbox"/> | 12. Miscellaneous E & O | \$1 Million BI/PD each accident, Uninsured Motorist |
| <input type="checkbox"/> | 13. Motor Carrier Act End. (MCS-90) | |
| <input type="checkbox"/> | 14. Motor Cargo Insurance | \$1 Million Bodily Injury, Property Damage per occurrence |
| <input type="checkbox"/> | 15. Garage Liability | \$500,000 Comprehensive, \$500,000 Collision |
| <input type="checkbox"/> | 16. Garagekeepers Liability | \$ |
| <input type="checkbox"/> | 17. Inland Marine-Bailee's Insurance | Endorsement to CGL |
| <input type="checkbox"/> | 18. Moving and Rigging Floater | \$ |
| <input type="checkbox"/> | 19. Dishonesty Bond | Provide coverage in the full amount of contract |
| <input type="checkbox"/> | 20. Builder's Risk/Installation Floater | Endorsement to CGL |
| <input checked="" type="checkbox"/> | 21. XCU Coverage | |
| <input checked="" type="checkbox"/> | 22. Carrier Rating shall be Best's Rating of B++V or better or its equivalent | |
| <input checked="" type="checkbox"/> | 23. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action. Worker's Compensation and/or non-payment of premium - notification may be 10 days prior to action. | |
| <input checked="" type="checkbox"/> | 24. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation and Professional Liability. Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; must submit copy of endorsement(s). (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.org.) | |
| <input checked="" type="checkbox"/> | 25. Certificate of Insurance shall show project number or other contract identifier used by the City. | |

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

Is Professional Liability excluded under General Liability? Yes ☒ No ☐

Is Contractual Liability excluded under Comm. General Liability? Yes ☐ No ☒

Is Independent Contractors excluded under Comm. General Liability? Yes ☐ No ☒

Carrier ratings: Insurer A A; Insurer B A; Insurer C _____; Insurer D _____

AGENCY NAME: Heritage Insurance

AUTHORIZED SIGNATURE: Brian Weathers

Date: 8/18/23

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: Tysinger, Hampton & Partners, Inc. AUTHORIZED SIGNATURE: _____

Date: _____ AUTHORIZED (Printed): _____

Bid Number: _____

Bid or Project Name: Knob Creek Road Improvements, Water & Sanitary Sewer Utilities

This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
(INCLUDING PRODUCTS-COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured.
2. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. Any person(s) or organization(s) for whom you are performing operations or have performed operations that is an additional insured on a specifically named endorsement attached to this policy.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

City Commission

AGENDA SUMMARY



SUBJECT: ITB #6692: Yamaha Golf Car Company
Gasoline Golf Car Lease Contract
(Parks & Recreation Department)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Parks & Rec

STAFF CONTACT: April Norris, Interim Director

SUMMARY:

Recommend acceptance of the only bid received. Yamaha is the same vendor for at least our last two contracts. 50 each - 2 person gasoline golf cars for a 36 month lease. Lease term begins November 28, 2023 for 36 months with \$3,150 payable monthly.

The attached agreement has been reviewed/approved for the Mayor's signature by Legal.

This is pending insurance approval

WHICH COMMISSION STRATEGIC GOAL DOES THIS SUPPORT?

Quality of Place

FINANCIAL IMPACT:

\$ 113,400 3 year total - budgeted operational expense

STAFF RECOMMENDATION:

Approval, as indicated

SUPPORTING DOCUMENTS:

[ITB 6692 Gasoline Golf Cart Lease tab sheet](#)
[Yamaha lease 2023](#)

TABULATION OF BIDS
CITY OF JOHNSON CITY, TENNESSEE
April 25, 2023 - 2:00 PM
ITB #6692 GASOLINE GOLF CART LEASE
PINE OAKS GOLF COURSE

	<u>Yamaha</u>	
2 Person Golf Cart	<u>Unit cost/car/month</u>	<u>36 Month Total (Qty 50)</u>
36 Month Lease:	\$ 63.00	\$ 113,400.00

Non responsive: E-Z Go/ Textron (BID FORMS NOT COMPLETED)

No response CLEAR FUEL, CLUB CAR,,Columbia Kubota,,,,Friendship Automotive Group,,Ilderton DCJR,Mikey's Motors,,NAPA Auto Parts,,Pinnacle Auotmotive,,Sarasota Fun Machines Inc,,Secret City Chrysler Dodge Jeep Ram,Stowers Machinery,Ted Russell Ford,The Lilly Company,The Lion Electric Co.

RECOMMEND ACCEPTANCE OF THE ONLY RESPONSIVE
BID RECEIVED. 36 MONTH RENTAL CONTRACT.

Bryan Bentley 

BRYAN BENTLEY, GOLF MANAGER PARKS & RECREATION



DEBBIE DILLON, DIRECTOR OF PURCHASING

DocuSign Envelope ID: 5A5B4EFA-6D36-4F16-A80E-43693E01CE8C



Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Phone: (800) 551-2994 Fax (714) 761-7363

August 31, 2023

CITY OF JOHNSON CITY
601 EAST MAIN STREET
JOHNSON CITY, TN 37601

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 50-DR2A AFI GOLF CARS. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule # 216584
Request for Insurance THIS INFORMATION IS REQUIRED.
Certificate of Acceptance
Resale Certificate
Invoice For First Payment
ACH Form Required___ Optional__X

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Yamaha Motor Finance Corporation



MUNICIPAL MASTER LEASE AGREEMENT

EDITED

DocuSign Envelope ID: 5A5B4EFA-6D36-4F16-A80E-43693E01CE8C



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated as of August 29, 2023, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.** having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF JOHNSON CITY** having its principal office at 601 EAST MAIN STREET, JOHNSON CITY, TN, 37601.

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.
10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE

Page 2 of 4

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MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Lessee shall not transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.
20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.
21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.
22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.
23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.
25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.
26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.
27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

<u>CITY OF JOHNSON CITY</u>	as Lessee	<u>YAMAHA MOTOR FINANCE CORPORATION, U.S.A.</u>	as Lessor
By: _____		By: _____	
Print Name: _____		Print Name: <u>Craig Hewitt</u>	
Title: _____		Title: <u>President</u>	

INDEMNIFICATION AGREEMENTS FOR GOVERNMENTAL ENTITIES

As a result of Attorney General Opinion 93-01, Governmental entities in the State of Tennessee are limited from entering into contracts that indemnify or hold harmless third parties beyond the liability that would be imposed on the governmental entity by law.

Excerpt from Attorney General Opinion 93-01 (January 4th, 1993)

“A contract provision which requires that a local GOVERNMENTAL ENTITY INDEMNIFY or hold harmless another GOVERNMENTAL ENTITY or a private party beyond the liability imposed upon that ENTITY by law is unenforceable because it appropriates public money and abrogates GOVERNMENTAL immunity without the authorization of the General Assembly.”

As a result of this opinion, contract wording that exceeds the authority of a governmental entity must be altered to come within the scope of this opinion. Such clauses should meet the following guidelines.

- Indemnification of a third party should be limited to the “level of indemnification allowed by law”.
- Indemnification of a third party should be limited to damages incurred by the third party as a result of acts or omissions of the governmental entity for which the governmental entity is found liable or would be found liable under the law. Wording such as “but only to the extent caused by the municipality” may also be appropriate.
- Indemnification of a third party should be excluded for the acts or omissions of the third party or any other party other than the governmental entity whether such liability is sole, contributory or comparative in nature.

Waiver of Subrogation Clauses

Following similar logic, subrogation clauses that waive or limit a governmental entity’s ability to recover damages and costs from a third party for the acts or omissions of the third party would also exceed the authority of the governmental entity as recovery of these damages and costs replenish public funds. Such clauses should be eliminated or structured to comply with Opinion 93-01.

Limiting Third Party Liability

Clauses that limit the liability of third parties for their negligent acts, errors or omissions may not look like indemnification agreements or waivers of subrogation, but create the same issue outlined in the attorney general’s opinion.



Published by the Public Entity Partners 2018

EXHIBIT A
EQUIPMENT SCHEDULE # 216584
Dated August 29, 2023

1. This Schedule covers the following property ("Equipment")

50-DR2A AFI GOLF CARS

2. Location of Equipment:

**PINE OAKS GOLF CLUB
1709 BUFFALO RD
JOHNSON CITY, TN 37604**

3. The Lease term for the Equipment described herein shall commence on November 28, 2023 and shall consist of: **36** months from the first day of the month following said date.
4. Rental payments (plus applicable taxes) on the Equipment shall be due according to the Schedule of Payments below:

STARTING NOVEMBER 2023 AND ENDING OCTOBER 2026. DUE THE 28TH DAY OF THE MONTH AS FOLLOWS:

Nov-23	\$3,150.00	Jan-24	\$3,150.00	Jan-25	\$3,150.00	Jan-26	\$3,150.00
Dec-23	\$3,150.00	Feb-24	\$3,150.00	Feb-25	\$3,150.00	Feb-26	\$3,150.00
		Mar-24	\$3,150.00	Mar-25	\$3,150.00	Mar-26	\$3,150.00
		Apr-24	\$3,150.00	Apr-25	\$3,150.00	Apr-26	\$3,150.00
		May-24	\$3,150.00	May-25	\$3,150.00	May-26	\$3,150.00
		Jun-24	\$3,150.00	Jun-25	\$3,150.00	Jun-26	\$3,150.00
		Jul-24	\$3,150.00	Jul-25	\$3,150.00	Jul-26	\$3,150.00
		Aug-24	\$3,150.00	Aug-25	\$3,150.00	Aug-26	\$3,150.00
		Sep-24	\$3,150.00	Sep-25	\$3,150.00	Sep-26	\$3,150.00
		Oct-24	\$3,150.00	Oct-25	\$3,150.00	Oct-26	\$3,150.00
		Nov-24	\$3,150.00	Nov-25	\$3,150.00		
		Dec-24	\$3,150.00	Dec-25	\$3,150.00		

5. Interest Factor: _____ %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated August 29, 2023 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF JOHNSON CITY

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By: _____
Signature

By: _____

Name: _____
Type or Print

Name: Craig Hewitt

Title: _____

Title: President



FINANCIAL SERVICES
Yamaha Motor Finance Corporation, U.S.A.
 6555 Katella Avenue
 Cypress, CA 90630
 (800) 551-2994, Fax (714) 761-7363

EDITED

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT: August 31, 2023

ADDRESS: _____

 _____ *Please Reference our Quote#:* 216584

PHONE: _____

FAX/EMAIL: _____

RE: PINE OAKS GOLF CLUB *(Customer) Account#:* _____

The Customer has leased or will be leasing equipment from Yamaha

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., it's successors and assigns named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** ~~with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any.~~ The amount of the Public Liability Insurance **shall not be less than \$1000,000.00 combined single limit.**

To the extent allowed by law, each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address:

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
 Attn: Commercial Finance Group
 6555 Katella Ave, Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered: CITY OF JOHNSON CITY
50-DR2A AFI GOLF CARS (Customer)

Equipment Location: 1709 BUFFALO RD
JOHNSON CITY TN, 37604

By: _____
 (Signature of Authorized Officer)

Title _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No 216584
dated August 29, 2023 to the Master Lease Agreement dated
August 29, 2023 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and CITY OF JOHNSON CITY (the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the
above Equipment Schedule, has been delivered and accepted by the Lessee on the
Commencement Date shown below.

QTY/EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
50-DR2A AFI GOLF CARS	See Attachment	New	PINE OAKS GOLF CLUB 1709 BUFFALO RD JOHNSON CITY, TN 37604

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability
of the Equipment.

CITY OF JOHNSON CITY
as Lessee

By: _____
Name: _____
Title: _____

DocuSign Envelope ID: 5A5B4EFA-6D36-4F16-A80E-43693E01CE8C

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Address: 6555 KATELLA AVE, CYPRESS, CA 90630

I certify that:
 Name of Firm (Buyer):
 Address:

is engaged as a registered
☐ Wholesaler
☐ Retailer
☐ Manufacturer
☐ Seller (California)
☐ Lessor (see notes on pages 2-4)
☐ Other (Specify)

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business:

General description of tangible property or taxable services to be purchased from the seller:

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		MO ¹⁶	
AR		NE ¹⁷	
AZ ²		NV	
CA ³		NJ	
CO ⁴		NM ^{4,18}	
CT ⁵		NC ¹⁹	
DC ⁶		ND	
FL ⁷		OH ²⁰	
GA ⁸		OK ²¹	
HI ^{4,9}		PA ²²	
ID		RI ²³	
IL ^{4,10}		SC	
IA		SD ²⁴	
KS		TN	
KY ¹¹		TX ²⁵	
ME ¹²		UT	
MD ¹³		VT	
MI ¹⁴		WA ²⁶	
MN ¹⁵		WI ²⁷	

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature:

(Owner, Partner or Corporate Officer)

Title:

Date:

DocuSign Envelope ID: 5A5B4EFA-6D36-4F16-A80E-43693E01CE8C



PLEASE SEND YOUR PAYMENTS TO: YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 216584
Date Prepared: 08/31/2023

CITY OF JOHNSON CITY
601 EAST MAIN STREET
JOHNSON CITY, TN 37601

Due Date	Quote No	Description	Amount Due
	216584	50-DR2A AFI GOLF CARS, Located at: PINE OAKS GOLF CLUB	
11/28/2023		Payment	\$3,150.00
		Payment Tax	\$0.00
		YOUR ACCOUNT BALANCE IS -----	\$3,150.00

Please return the bottom portion with your remittance. Include the lease number on your check.
FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance at 800-551-2994.



PLEASE SEND YOUR PAYMENTS TO: YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 216584
Date Prepared: 08/31/2023

Payment for:

CITY OF JOHNSON CITY
601 EAST MAIN STREET
JOHNSON CITY, TN 37601

216584 \$ _____ # _____
Amount Paid Date Paid Check Number

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha, and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Delivery of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

Agenda Item #6.2.6.2.1

DocuSign Envelope ID: 5A5B4EFA-6D36-4F16-A80E-43693E01CE8C

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name CITY OF JOHNSON CITY

Customer Number 9752715

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- ☐ Checking Account or
☐ Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

☐ Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
or Fax to 714-761-7363

Certificate Of Completion

Envelope Id: 5A5B4EFA6D364F16A80E43693E01CE8C	Status: Delivered
Subject: Complete with DocuSign: QUOTE #216584 CITY OF JOHNSON CITY CUSTOMER DOCUMENTS.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Rhonda Sande
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	6555 Katella Ave
	Cypress, CA 90630
	Rhonda_Sande@yamaha-motor.com
	IP Address: 163.116.248.56

Record Tracking

Status: Original	Holder: Rhonda Sande	Location: DocuSign
9/1/2023 9:09:14 AM	Rhonda_Sande@yamaha-motor.com	

Signer Events**Signature****Timestamp**

DEBBIE DILLON		Sent: 9/1/2023 9:19:20 AM
DDILLON@JOHNSONCITYTN.ORG		Viewed: 9/8/2023 5:17:39 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 9/8/2023 5:17:39 AM		
ID: 537142b3-9559-440e-bb78-8efd5cbdc12f		

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

JOSHUA LEONCE	COPIED	Sent: 9/1/2023 9:19:20 AM
JOSHUA_LEONCE@YAMAHA-MOTOR.COM		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
SHANNON CAVERLY	COPIED	Sent: 9/1/2023 9:19:21 AM
SHANNON_CAVERLY@YAMAHA-MOTOR.COM		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	9/1/2023 9:19:21 AM
Certified Delivered	Security Checked	9/8/2023 5:17:39 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 5/10/2023 1:53:59 PM
Parties agreed to: DEBBIE DILLON

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Yamaha Motor Finance Corporation, U.S.A. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Yamaha Motor Finance Corporation, U.S.A.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: econsent@yamaha-motor.com

To advise Yamaha Motor Finance Corporation, U.S.A. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at econsent@yamaha-motor.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Yamaha Motor Finance Corporation, U.S.A.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to econsent@yamaha-motor.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Yamaha Motor Finance Corporation, U.S.A.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to econsent@yamaha-motor.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Yamaha Motor Finance Corporation, U.S.A. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Yamaha Motor Finance Corporation, U.S.A. during the course of your relationship with Yamaha Motor Finance Corporation, U.S.A..

City Commission

AGENDA SUMMARY



SUBJECT: ITB #6719: School Outfitters
STEM Labs & Classroom Furniture
(Johnson City Schools: CTE Division)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Johnson City Schools

STAFF CONTACT: Julia Decker,

SUMMARY:

Recommend acceptance of the low bids, that meet specifications as per attached. All items are to be delivered, setup and placed in individual classrooms.

Low bid from Schools Inc. did not meet specifications as submitted from Julia Decker:

The two middle schools would like to contract with School Outfitters, although they are the higher bid on some items, the following supports the choice of this company.

1. These classrooms have been designed for optimum use as STEM labs, so dimensions of products given are of importance. **The following furniture with Schools Inc, LLC do not meet the requirements, as required in bid:**
 - Item #2: does not meet height requirements/has no glides
 - Item #3: does not meet height requirements
 - Item #4: does not have correct color/does not meet dimensions requirements
 - Item #6: does not have quantity/does not meet compartment allocations
 - Item #7: item being offered is too large
 - Item #8: does not meet the following requirements (need 6 casters, only has 4; One-year warranty vs 5-year limited warranty; 200 lb. weight capacity vs 230 lbs. for shelving)
 - Item #9: does not meet size requirements/need 8 shelves

Insurance approval is pending

FINANCIAL IMPACT:

\$ 81,673.35 total ISM Grant approved by BOE 8/7/23

STAFF RECOMMENDATION:

Approval, as indicated

SUPPORTING DOCUMENTS:

[ITB 6719 School requisition and tab sheet](#)

Page 62 of 122

City Commission

AGENDA SUMMARY



SUBJECT: Data Driven, LLC
Additional Watson Software Modules
Johnson City Police Department

MEETING: City Commission - Sep 21 2023
DEPARTMENT: Police Department
STAFF CONTACT: Scotty Carrier, Major

SUMMARY:

Request approval to purchase additional Watson software modules including: Watson RMS, Property & Evidence and Vice Modules for case management and reporting as per attached amendment to the original agreement for Watson.
This is an add on to the existing annual maintenance approved on 8/17 for \$ 71,091.
Additional modules are per Exhibit E attached.

Request authorization for the Mayor's signature on the attached agreement amendment that has been reviewed/approved for signature by Legal.

IT has approved

FINANCIAL IMPACT:

\$ 142,537 additional = \$ 213,628.20 new total. (\$127,952.30 drug fund and \$14,574.90 Operating expense)

STAFF RECOMMENDATION:

approval, as indicated

SUPPORTING DOCUMENTS:

- [DataDriven - Watson additional software requisition](#)
- [Datadriven -Watson 8 17 Commission approval](#)



Requisition 10520 (142,537.2 USD)

Report Date 8/29/23 5:40 PM GMT+00:00
Page 1 of 2

Requisitioning BU Johnson City BU
Entered By Brittney Eberhardt
Status Pending approval
Description Amendment Request for DataDriven Invoice #645

Requisition Amount 142,537.2 USD
Approval Amount 142,537.2 USD
Procurement Card Justification Addition of additional Watson features including: Watson RMS, Watson Property & Evidence, and Watson Vice Modules for case management and reporting

- \$71,091.00 went through Commission in August and has already been paid
Funds Status Not reserved

Emergency Requisition No

Attachments

Title	File Name or URL	Description
Amendment to Agreement	Amendment to Agreement - RMS upgrade 8-22-23.doc	Amendment Request
DataDriven Invoice 645	DataDriven Invoice 645.pdf	Original Invoice

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		One-time fees associated with the new system - charged to the Drug Fund	Software Lease Or Maintenance				127,962.3	Pending approval	Not reserved

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	138-42171-55344-00000-000-00000-00000	8/25/23	100		127,962.3	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
2		Recurring annual fees for new system - charged to Technology Fund	Software Lease Or Maintenance				14,574.9	Pending approval	Not reserved

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	139-42172-55344-00000-000-00000-00000	8/25/23	100		14,574.9	Not reserved

Requester Brittney Eberhardt
Urgent No
Requested Delivery Date 9/1/23
Deliver-to Location Type Internal
Deliver-to Location Police
Deliver-to Address 601 E Main Street, Johnson City, TN 37601, Washington, United States

Supplier Datadriven, LLC
New Supplier No
Supplier Site 7953 Stage Hill
Supplier Contact
Contact Phone
Supplier Item

Adding add'l modules

Field reporting suite Renewed annual maintenance on 8/18/23 \$71,091.00 Watson Investigative Tools



Requisition 10520 (142,537.2 USD)

Report Date 8/29/23 5:40 PM GMT+00:00
Page 2 of 2

Destination Type Expense
Subinventory
Note to Buyer Point of Contact:
Stan Harding
stand@datadriven.com
(901) 229-0909

Note to Supplier
Note to Receiver

End of Report

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this ____ day of _____ 2023, by and between Johnson City, Tennessee (hereinafter "City") and DataDriven, LLC (hereinafter "DataDriven" or "Seller").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated December 16, 2005, for Watson Field Reporting Suite, contract number 64830.

WHEREAS, the parties now desire to enter into this Amendment to procure licenses for Watson RMS, Watson Property & Evidence, and Watson Vice modules.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Agreement is amended to include licenses for Watson RMS, Watson Property & Evidence, and Watson Vice modules including support, updates, and maintenance for such modules. Support, updates, and maintenance is included through June 30, 2024.
2. The total cost for this Amendment shall not exceed One Hundred Twenty-Nine Thousand, Sixty AND 00/100 (\$129,060) dollars and payable in accordance with the terms of the Agreement.
3. Exhibit D "Watson RMS, Watson Property & Evidence, and Watson Vice Module - Scope of Services" is hereto attached and incorporated by reference.
4. Exhibit E "License Fee Detail and Timeline" is hereto attached and incorporated by reference.
5. The terms and conditions of the original agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of 2023.

APPROVED:

JOHNSON CITY, TENNESSEE

By: _____
City Attorney

By: _____
Dr. Todd Fowler, Mayor

DATADRIVEN, LLC

By: William S. Harding
William S. Harding, Chief Manager

EXHIBIT D

Watson RMS, Watson Property & Evidence, and Watson Vice Modules

SCOPE OF SERVICES

I. WATSON RMS DESCRIPTION

1. Executive Summary

- a. The Watson law enforcement suite began as a field reporting product designed to simplify and automate field report submission. Although it was known for its ease of field report entry and friendly validation techniques with cross platform capability, the web-based inquiry tool quickly became the focus of most customers for inquiry, printing, and administrative reports. With the addition of case management, enhanced reporting capabilities, report level security, master records, and state exports, Watson has earned attention as a complete tool for managing law enforcement reports with the same friendly interface that originally attracted users to rely on it over their RMS systems of the past. The Watson RMS module does not replace or expand the Watson application's databases or report entry applications but provides additional features for agencies who rely on it as their primary RMS system.

2. RMS Features

a. TIBRS Validation and Export

- i. TIBRS validation of Incident reports, continuations, and amendments (supplements) are validated for TIBRS compliancy on the client entry application prior to submission. Since there are occasional report details that cannot be added by the reporting officer, the Watson server re-validates each incident prior to a TIBRS export. TIBRS Exports are currently generated as a file for manual upload in the TBI repository. However, TBI is making plans to make a new service available to receive TIBRS submissions in XML format. Once the new service is online, DataDriven will implement an automated submission of the TIBRS reporting process.

3. Report Management

a. Assignment

- i. Assignments can be easily added or changed using the "Status, Assignments & Rights" section on the report summary page. When a report has not been assigned, it is treated as being assigned to the user who submitted the report. Authorization to make and/or

receive assignments is managed by security. “Receive Assignment” and “Make Assignment” rights are set separately per user for both Incident and Crash reports. Reports can also be assigned to a group by picking the group in the Assigned To dropdown. Assignment groups can be managed on the fly by selecting the “manage groups” link from the “Status, Assignment & Rights” section of a report. Groups can also be added, deleted, and edited as needed. Additionally, a User Group view can be utilized to manage groups outside of a report. The report assignment is shown in the top section of each report and can be used as filter criteria in multiple views. In the case of reports marked private, an administrator with security authorization can reassign the reports to other users.

b. Linked Reports

- i. Associated Reports can be linked within any report and reviewed under “Related Reports” within the report summary. Related reports can be of any report type and can also include reports from other jurisdictions. When adding a related report, a dropdown list of “Reason Related” is available with the option to manually enter a reason not listed. A checkbox field “Primary Report” is also available for identifying the Primary (Master) record. When a report number from the same or connected jurisdiction is entered, the report number will be verified by Watson to minimize data entry errors. A “Connected jurisdiction” must reside on the same server database, or the connected jurisdictions must utilize Watson’s Global Master subscription. Linked reports are modified only in the report where the links were created. This restriction minimizes misunderstanding of the report relationships. Reports can be linked upon differing relationship criteria (e.g., Suspect, Location, M.O.).

c. Notes and Files

- i. Users with access can add notes and/or documents to a report from the Watson Reporting web application under the “Note & Files” section. The item added, whether a note and/or file, can be associated with a specific object within the report. The customer specific “Activity Type” (e.g., “Follow Up Phone Call”, “Victim Interview”) can also be selected for easy reference in the respective Report Activity Status view. Document file types of JPEG, Word, Excel, and PDF can generally be displayed in the browser depending on the browser’s capabilities and the device’s file association settings. Other file types can be added in notes and file for future reference/retrieval. A dropdown of templates is also available in “Notes and Files” to allow the user to quickly find the document they need to complete. Upon completion, the user can utilize the “Choose File” button to include the completed

document in the record.

4. Report Supplements

- a. Incident/Memo and Crash reports can be edited as needed utilizing the Watson Client data entry application. With each submission, an audit trail of the individual report is available from the report summary page. Individual reports are only available for editing by one individual at a time (concurrently report modifications are not supported). Single user report editing protects the report from TIBRS and TDOS rule validations that would naturally occur if multiple users were allowed to modify a report simultaneously. Multiple users can add Notes and Files simultaneously because they are managed separately from the primary report.

5. Incident Report Monitoring

- a. Incident report activity monitoring is provided via the Web Reporting view "Incident/Memo Report Activity Status". With this view users can monitor reports assigned to them and see most recent activity on the summary grid. Reports can be filtered by department status including the primary categories: Active, Inactive, and Closed. They can also filter by the activity type to see reports impacted by a specific activity. This proves especially useful for monitoring follow ups, as department report activities can be filtered by the option "All Follow Ups". Report summaries can be sorted by any column to view report in order by most recent activity. A second view type, "New Activity" allows the user to query on Activities rather than reports to see what activities exist related to the entered filter criteria. Using the filter capabilities, supervisors can monitor staff activity by precinct, district, and/or shift within the desired date range.

6. Crash Report Monitoring

- a. Crash report monitoring has symmetrical functionality to Incident report monitoring with minor variances. Query filtering includes "Hit and Run" and "Investigation Complete" for separate monitoring of these crash parameters.

7. Department and State Status

- a. Watson RMS includes state report status (for Incident) and department status fields for better segregation and tracking of reports. Department status is customizable by jurisdiction with the primary grouping categories which can be used in report inquiry filtering. When department status is used in conjunction with Watson Property & Evidence, Watson integrates management for evidence tracking, holds, and relationships from within an Incident. Court adjudication can also be set by department status within an Incident and combined with "Authorization for Release" to streamline the property and evidence disposal process.

8. Confidentiality

- a. Watson RMS includes easy-to-use features for securing confidential reports while allowing for user defined sharing and editing rights per report. In consideration of additional information sources, Watson provides a simple mechanism to delay or prevent the export of reports based on the agency and individual report confidentiality requirements.
- b. The Watson administrator with “Super User” privileges can view, edit, and/or change status and assignment settings on any report regardless of confidentiality setting.

9. Expungement

- a. A full or partial expungement can be completed easily with appropriate rights by checking the appropriate expungement status in “Status, Assignments & Rights”. Reports marked as “Full Expungement” will no longer be available for viewing. Reports marked with “Partial Expungement” are left available for user viewing, but with an Expungement warning at the top of the report summary. Partially expunged reports must be edited to remove expunged detail. Note that expunged details will not be removed from the report’s PDF audit.

10. Master Records

- a. Master Records is a comprehensive indexing system which automatically links addresses, people/businesses, and vehicles to each respective occurrence within a Watson report. Each master records type includes a query form used to search for people, vehicles, and addresses. Also, when viewing a report, the user can click on a person or business name, address, or vehicle to instantly query all associations found in master records. Each association (reports, people, addresses, and vehicles) in the resulting view can also be selected to see all associations for the specific choice. By using Watson’s cascading of master records results, investigators can quickly find links between data that would otherwise be extremely difficult and time consuming.
- b. Master records also includes a powerful merge tool for use by Watson administrators to merge addresses and/or name records that do not contain the necessary unique identifiers for the automated merging. The master records merge tool can also remember spelling corrections to merged addresses and can automatically apply the correction to future spelling errors. Used in combination with Watson’s automated record matching system, master records can be maintained for maximum efficiency and object linking.
- c. Whenever an incident is linked to other reports, the count of linked reports will be noted under “Associated Reports” in the master query result page. Linked reports and their relationship can be viewed by clicking on the report listed in the associated reports grid.

11. Persons of Interest

- a. Persons of Interest allow the agency to keep a record of people they need to interview or monitor encounters with. The persons of interest database include expiration date, nature of interest, pictures (when applicable), who made the request, and other pertinent data. Whenever a query is made on matching criteria from the mobile client, the user is alerted with the persons of interest detail. A person listed on a report can be added to the Persons of Interest records by clicking on the "Add Person of Interest" link next to the individual's name. When adding a person of interest from a report summary, the form is pre-populated with available detail.

12. Vehicles of Interest

- a. Vehicles of Interest allow the agency to be alerted of vehicles they are looking for. The vehicle of interest database includes expiration date, nature of interest, who made the request and other pertinent data. Whenever a query is made on a matching License Tag Number or VIN, the user is alerted with the vehicle of interest detail. A vehicle listed on a summary report can be added to Vehicles of Interest by clicking on the "Add Vehicle of Interest" link next to the vehicle description. It is also available from the vehicle's master vehicle record as a link in the top corner of the vehicle detail section. When adding a vehicle of interest from a report summary or master vehicle record, the form is pre-populated with available detail.

13. Watson RMS includes additional reports for department management including:

- a. Incident/Memo Report Activity Status
- b. Crash Report Activity Status
- c. Report Totals by Month, Quarter, Year (multi-level drilldown)
- d. Report DV Totals by Relationships
- e. Incident Investigative Activity (multi-level drilldown)
- f. Domestic Violence Totals by Relationship
- g. Report Charge Count
- h. Report Offense Count
- i. Report Totals by Type
- j. Report Totals Comparison (to previous year)
- k. Crash Location Statistics
- l. Crash Statistics
- m. Prosecution/State Case Builder (criminal case file building)

Watson RMS Version 2.0 Features

14. Expanded Query Date Ranges: More than Two Years, for Specific Criteria

- a. The filter criteria for views in Watson Reporting allow for greater date ranges based on the result quantity and server load of varying query filters. This feature allows for greater date spans without significant degradation of server performance.

15. Expanded Filter Options to Allow for Use of Question/Answer Tree Items

- a. Question and Answer Tree items can be used in filtering Incident, Crash Report, and Evidence Items. Question/Answer Tree items can be included in the query filter by choosing the item in the Question Trees query criteria bar. As with other inquiry filters, all items selected are additive to the filter criteria resulting in a narrowed result set. Whenever items are chosen, the results are restricted to reports which include the selected items.

16. Import InformRMS[®] Incident reports to Watson RMS (one time import)

- a. DataDriven's InformRMS Incident import will import incidents from the Central Square InformRMS database into the Watson RMS Incident database. Reports already existing in Watson Incident will be updated, based on their current values in InformRMS. Items with changes will be modified in Watson Incident to reflect the differences reflected in InformRMS.
- b. When a report exists in InformRMS but not in Watson RMS, the report will be imported into Watson Incident. Once imported, any additional changes to the report in InformRMS will not be reflected in the Watson Incident database. Whenever a field in InformRMS is populated that does not have a corresponding field in Watson RMS, DataDriven will consult with the agency regarding the placement of information in Watson Incident. TIBRS validation will be set to "Submitted to TIBRS" within Watson Incident for all reports modified or added by the import. In some cases, a report in InformRMS will have information not meeting the TIBRS validation requirements. All reports should be validated before importing into Watson RMS to minimize TIBRS validation errors. In some cases, InformRMS will have TIBRS validation errors that Watson RMS does not validate, because Watson RMS does not allow the invalid entry at the field level on the client application.
- c. Field Interviews, Crash Reports, and Tickets (Traffic, Parking, and Tow) are not included in the import.

Exports

17. T.H.O.R. Export

- a. DataDriven's T.H.O.R. export is an unmanned, automated process performed by the Watson server on a pre-defined schedule.

18. Prosecution/State Case Building

- a. The State Case builder utilizes the Related Reports links to include associated reports. When building the state case, the report will mark the currently chosen report as the Primary (Master), unless a Primary report has been specified. The primary report can be changed by editing the appropriate Related Reports settings in the builder interface. Because reports can be linked for reasons other than building a state case, a checklist of related reports are displayed at the beginning of the state case build routine. This feature allows the user to remove a report that should not be included in the state case report.

19. Automatic Report Status & Assignment Routing

- a. Report status and Assignment routing can be performed by the Watson application automatically upon report submission based on a rule(s) specified by the agency. Whenever the agency desires to implement a rule for automatic status or assignment, the details will be reviewed with and implemented by DataDriven.

20. Person Type Filter in Master Records (for Victims, Suspects, Arrestees, etc.)

- a. A new filter criterion, Person Type, will allow the user to limit Master Name query results by Victims, Suspects, Arrestees, and a variety of other person types.

21. Adding Warrant Number (WNO) to Incident Suspect via Web Reporting

- a. Within the Watson Reporting web application, a user may add a Warrant Number to an Incident Suspect. Future development may include the capability of searching for a suspect and/or report based on the Warrant Number but is not included in Watson RMS version 2.0.

22. Mechanism for Alerting Users when Warrant Number is Missing

- a. Whenever an Affidavit/Warrant document is created within Watson and a Warrant Number is not added to the related suspect, Watson will alert the assigned officer.

23. Validation for “Cleared by MO” to Require a Suspect

- a. Whenever a department status of “Cleared by MO” is chosen, a validation rule will assure that the report includes a suspect. Without a suspect, the department status of “Cleared by MO” cannot be saved.

24. Photo Lineup

- a. The image query tool produces two printed documents based on queries for DMV photos:
 - i. An image selection page for witnesses
 - ii. An image details page for the investigating officer
- b. The witness document is used by the witness for selecting an individual by picture only (without displaying any demographic or identifying information). The investigator’s printout is used for documenting the witness selection and includes information for each individual pictured on the witness document.

25. Vice Jurisdiction Master Records are Exclusive with Continued Access to Primary Jurisdiction Master records.

- a. Watson Master Records allows a Watson Vice jurisdiction (if purchased from DataDriven) to utilize their master records and the primary jurisdiction master records simultaneously without exposing the Vice jurisdiction records to primary jurisdiction users. Master records created in Watson Vice will not be merged with the primary jurisdiction master record, to prevent discovery of a vice master record instance by a primary jurisdiction user. Therefore, records that would commonly be merged may occur twice for Watson Vice users, but only once for the primary jurisdiction.

26. Export the Vice Released Incident to Primary Jurisdiction with Confidentiality

- a. When a report is released in the Watson Vice jurisdiction, Watson RMS automatically copies the report to the agencies’ primary jurisdiction assigning it to the vice user’s primary jurisdiction account (if one exists). The report will be marked as confidential with no additional view or editing rights. If no primary user account exists, the assignment will be set to an account default held in the Watson defaults table.

27. Keyword Search

- a. A word or phrase can be included in the Watson Reporting “Keyword Search” view by completing the criteria field(s). Common words (e.g. arrest, brother, and argument), pronouns, and articles of speech are excluded from the full text index. Text fields in the Watson database and many fields not searchable from the “All Reports” view is included in this index.

28. Report Templates Link

- a. Users may access agency supplied template documents by clicking on a link with the Watson Reporting menu. They are also available from a dropdown list within the Notes/Files section of Incident reports. This allows the user to open a template, complete it, and save it to a specific report with less work.

29. Video/Audio/High Resolution Photo Store View

- a. Watson can be configured to show a list of large files (with UNC path) related to any of the following report types: Incident, Memo, Arrest, or Crash. By reading file data from a designated folder share provided by the customer on the customer’s network, the Watson Reporting Application will dynamically add such items to a report as the report is rendered. For utilization of this technology, the Watson RMS server must reside on the customer’s network and have access to the share containing the folders configured to DataDriven specifications. File subfolder names and file names can be displayed in both the report summary and the state case builder report. This feature gives investigative staff the ability to manage large files outside of the Watson RMS system, but still have the ability to keep track of files associated with a report from within Watson RMS. To simplify folder management, the ability to create standardized folders and delete empty subfolders within the folder store are available within the Watson Web application.

II. Watson Property and Evidence

1. The Watson Property and Evidence module combines client-based entry with a web-based inquiry and administrative application for both field entry of property and evidence and in-house management of the inventory. The client applications, available for Windows and Android, allow authorized personnel to add items into custody from the field with photo capability per item. The field-based entry also allows for auto-population of evidence items from a related Incident report. With symmetrical features across both operating system platforms, all Watson users can have the ability to enter validated evidence reports from the field with minimal effort. Field based entry

includes customized validation per item category, standard required fields, and customized entry options to provide agency specific requirements and sustain better data quality.

2. Features include:

- a) Inventories for Evidence, Found Property, Safekeeping, and Departmental Property
- b) Full integration with Watson Reporting
- c) Auto-population from a related Incident
- d) Evidence items and owners programmatically link to reports
- e) Court disposition monitoring tool by assignments
- f) Case "Authorization for Release" linked to property items
- g) Case confidentiality protects includes case evidence
- h) Extensive use of supporting data for ease of entry
- i) Integration to Android camera for easy image capture per property item
- j) Familiar web-based tools for receipt approval/disapproval
- k) Barcoded labels for inventory items and storage containers
- l) Item relationships to multiple Incidents
- m) Item hold feature ("Stolen" or "On Hold") with consequential process validation
- n) Validation for processes based on process type
- o) Signature capture for Check Outs, Deposits, Returns, Destructions, etc.
- p) Supporting document capture per process
- q) Copy a process feature for maximized efficiency
- r) Cash denomination entry validation
- s) Barcode-based item entry for fast, accurate process entry
- t) Multi-factor authentication and access limitations per user for enhanced security
- u) Small format electronic forms for digital Check Outs, Returns, and Destructions with signature capturing for recipient and witness for use with tablets
- v) Reports for property receipts, chain of custody, release requests, random audits, item, and special group audits
- w) Inquiry/report for items pending lab work, items pending destruction, items authorized for release, items pending return, and random audits by quantity or percentage with XML export capability
- x) Complete transaction audit
- y) Bluetooth receipt printing with electronic signature for owners

3. Evidence Report Submission and Review

- a. Upon submission of a property evidence report, the report (commonly referred to as a receipt) is available for review by Property & Evidence authorized personnel. If the property evidence report is disapproved, it is

automatically made available to the user for correction and re-submission. Upon approval, the property clerk is required to identify storage locations and containers, if utilized, for inventory placement. Evidence barcode labels are printed per item for identification and future scanning. Barcode labels can be printed in various sizes from a single label printer with continuous label stock utilizing an automated cutter based upon the size requirements.

- b. Portable barcode scanners can be used to quickly populate any process form or complete an inventory audit quickly.

4. Evidence Processes

- a. All processes such as Internal Moves, External Moves, Check-outs, Check-ins, Returns to Owner, Sold via Auction, and Destructions can be customizable with department selected requirements. Signature capture and electronic document capture can be designated as option or required per process. Chain of Custody with signatures is available per item and available from the Incident report summary page. Processes can be pre-populated and saved without completion for completion upon signature. All processes are validated against chain-of-custody logic to prevent breaks in the chain of custody.

5. Departmental Access

- a. Because all evidence is linked to a report(s), users with authorization can view evidence detail within any associated report. Reports include the original list of Evidence Report submissions, all evidence items, all processes applied to related items. Additionally, a section is included to describe any "Holds" that have been placed on an item(s). Whenever access to an Incident is unavailable due to "Confidentiality" settings, evidence items related to the Incident will also be unavailable via the Incident.

6. Incident Court Case Adjudication

- a. A departmental status indicating adjudication can be marked by the appropriate personnel as "Evidence: Authorized for Release". When this occurs, any items being held for court processing are automatically authorized and marked for release. Within the Property & Evidence query forms, items that have been marked for release can be filtered for easy recognition of available items. Items authorized for release by Incident department status, do not negate other case or user placed holds.

III. Watson Vice Jurisdiction Description

- 1. Watson Vice Jurisdiction utilizes Watson reporting under a separate jurisdiction to protect user access and allow for unique features specific to the vice unit.

Watson Vice Jurisdiction is available for both Windows and Android client versions of Watson. Both versions provide parallel performance and security with symmetrical design for desktops, laptops, and smartphones with variation in usage methodology as the platform dictates. Watson Vice Jurisdiction also includes additional web-based reporting module features for adding/managing case notes and additional documents/images.

2. Key features include:
 - a. Full client-side incident/crash report validation (on or off-line) based on TIBRS/TITAN reporting standards.
 - b. Wireless uploading of reports
 - c. Importing of data to InformRMS™
 - d. Consolidated searches of TN DMV, NCIC, NLETS, and local warrant data
 - e. Complete audit history
 - f. Web-based incident/memo/arrest/crash reporting tools
 - g. Web-based administrative tools
 - h. Integration with Watson Review (web-based supervisor review and approval tool)
 - i. Integration with Photo-taking capabilities of handheld devices with automated image uploads.
3. Watson Vice Jurisdiction is a .Net and Android client/server solution containing the following components:
 - a. Microsoft SQL Server data repository
 - b. Web service back-end secured in a department DMZ that fulfills all client requests (also interfaces with the SQL Server for data retrieval and storage)
 - c. A Windows and Android software client residing on a desktop, laptop, or smartphone. The client interfaces with the web service to perform searches and data synchronization
 - d. Web-based security administration & report view
 - e. Automated upload to InformRMS™ after report is individually marked for import

APPLICATION FEATURES

4. Report Validation
 - a. The Watson client software validates each report prior to submission to ensure full departmental compliance. Whenever a required entry is missing, the application displays a message describing the rule violation(s) and indicates which items need attention. Upon notification, the application moves to the first section needing attention and places the cursor in the problematic field (when appropriate). Fields such as dates, social security numbers, and email addresses are validated immediately.
5. Incident Report Editing and Deletions
 - a. Un-submitted reports can be edited, but once submitted, the incident

report is marked as read-only until a supervisor has reviewed it. Once reviewed by a supervisor, the report, whether approved or disapproved can be edited by the reporting officer. Additionally, approved reports can be amended by other officers. Reports can only be deleted by the reporting officer prior to submission.

6. Incident Report Submissions and RMS import

- a. The Watson Incident Reporting client uploads pending reports wirelessly from the field while downloading minor client updates from the server when a report is submitted. When a wireless network connection cannot be established, the application holds the un-posted report for future submission. In the event that a wireless connection cannot be established, the device may connect via the department's LAN to complete the process. Once the data is uploaded into the Watson database, it will be marked for review. Unlike the default Watson workflow, an approved report will not be automatically uploaded to the primary jurisdiction database until the report has been approved for export by a user with export approval rights. The export request must be performed on each report prior to import into the primary jurisdiction. A confirmation step is required when designating a report for export to help prevent accidental approvals.

7. Incident Report Expense Records

- a. The Watson Incident Reporting client for Vice will include a section titled "Expenses" within the incident report for related expenses. The expense record will include the following fields: Expense Type, Expense Type Subcategory, Confidential Source Number or Employee Number (for Under Cover officer), Money Out Number, Amount, and Notes. One or more expense records can be added to an Incident report or added as a supplement to the original.

8. Incident Report Printing

- a. Watson Reporting will be utilized to print Incident reports. For the vice jurisdiction, it will allow an incident report to be printed in its entirety or as the original report with the capability of printing each continuation document separately. Although any portion of the existing report could be modified during a supplement, only new portions of a report would be included as part of a continuation/amendment summary on screen. Detailed reports including all modifications and additions are created as PDF documents. Expense items (PC Buys, UC Buys, and other related expenses) will be available for printing. Expenses will not be included in the incident report and are not imported into the primary jurisdiction. From the reporting tool, expense items can be filtered by incident report, CS, investigator, date range, unit

division, and/or type of transaction. Expense item detail can be printed from the web view or downloaded into a spreadsheet for departmental use.

9. Statistical Reporting

- a. A Watson generated report to pull statistics from the VICE program for weekly, monthly, and yearly review. Statistics reporting will be based on the information currently collected in the Watson Vice module and will contain the same items as found in the department's spreadsheet-based reports where practical. The report will be able to give weekly, monthly, quarterly, and yearly statics with the flexibility of setting specific beginning and end date criteria.

10. Parcel Information

- a. Enhance Vice Events to collect more information on parcel packages so that users can add the location a parcel is shipped from. This feature would provide fields for City and State of the shipper to add to the event in a similar fashion as "Marijuana Origin". A list of frequent cities would be provided with the option to manually add a city as "Other" when it is not available in the list.

11. Arrest Warrant

- a. Allows an officer to populate an arrest warrant from VICE to be printed and signed by a Judge.

12. Seizure Warrant

- a. Allows an officer to create a seizure warrant (three separate documents) that will print out with item detail pulled from VICE. The seizure warrant and all documents will be added to a Vice Event. The forms would be modified to show a list of items, improving readability. When entering a Seizure Warrant, the most recent Search Warrant will be selectable to reduce data entry when appropriate.

13. Case Status

- a. Allow an officer to change the case status and disposition. Both case status and case disposition will be imported into the agency RMS system as part of the Incident import.

14. Auto-export to RMS

- a. When an officer closes a case (based on the following status: Closed by Arrest, Unfounded, or another closure status), the

Incident will be marked for export to RMS pending supervisor review. A text-based alert will remind the supervisor that the case is in "Final Review" when it is opened for approval. Also show special "Final Review" status in grid.

15. Case tickler

- a. Allow supervisor to look at what cases have not been updated or had anything added sorted by number of days of inactivity.

16. Scanned Documents

- a. Enhanced capabilities for adding scanned documents and/or images to Watson with descriptive field (not a client application product).

17. Event Narrative and Report Narrative

- a. Allow copying of a narrative without adding a continuation.

EXHIBIT E

I. LICENSE FEE DETAIL

Includes: Incident, Arrest, Memos, Crash Reporting, Ticketing, Master Records, Case Management, Property & Evidence, Vice Module, Enhanced Security, and State Exports

No of Users	188	Note: Includes 18 user licenses for Jonesborough PD (does not include P & E or Vice Module)
No of Custom Reports	0	
Modification Hours	65	

	Optional	Per User	Total	Annual Fees
Existing Annual Support Fees			\$71,091.00	\$71,091.00
RMS Server License		\$150.00	\$28,200.00	\$4,230.00
RMS User Licenses		\$235/\$135	\$42,680.00	\$5,583.00
Watson Vice Module			\$8,736.00	\$1,310.40
Feature/Enhancements (to be determined)	40	\$150.00	\$6,000.00	\$900.00
Report Modification/Conversion	25	\$150.00	\$3,750.00	\$562.50
Configuration and Setup			\$6,990.00	
Onsite Training			\$6,500.00	
Import InformRMS Incidents			\$25,000.00	
Import P & E data			\$10,000.00	
State TIBRS Export	x	6.65/mo (first 5 users) \$1.95/mo/user	\$4,681.20	\$1,989.00
			\$213,628.20	\$85,665.90

* Supervisor Review of Closed Cases.

** Notifications/Task Management.

*** Master Records Notifications.

2. PAYMENT SCHEDULE FOR LICENSE AND SERVICE FEES:

- a. Customer agrees to pay Software and Service Fees after completion of milestones described below. DataDriven agrees to invoice City after the completion of each milestone and after City has received from the Johnson City Police Department written acceptance of DataDriven's work performed under the applicable completion date.

b. The milestones are:

- i. Milestone 1 – Contract Execution – DataDriven submits invoice to City for processing. City agrees to pay 25% (\$35,634.30) of the total license and service fees to DataDriven within thirty (30) days.
 - ii. Milestone 2 – End of Test Period (Delivery of Software and Documentation, Installation of Software) – DataDriven submits invoice to City for processing. City agrees to pay 65% (\$92,649.18) of the total license and service fees after completion of the Test Period.
 - iii. Milestone 3 – Final Acceptance – Upon completion of the Final Acceptance Period described in Section 9, DataDriven begins the one (1) year warranty and submits invoice to City for processing. City agrees to pay 10% (\$14,253.72) of the total license and service fees after completion of the Final Acceptance.
- c. DataDriven may invoice City for the above amounts after completion and acceptance of each milestone as described above.

Invoices are to be submitted to City at the following address:

CONTACT PERSON OR TITLE

Johnson City Police Department
Attn: John Hames
601 E. Main Street
Johnson City, TN 37601

City is to send payments to DataDriven at the following address:

DataDriven, LLC.
7953 Stage Hills Blvd., Suite 108
Bartlett, TN 38133

3. TIMELINE

- a. DataDriven will provide the above Watson RMS, Watson Property & Evidence, and Watson Vice with imports within 120 days of contract execution. Features and Enhancements development requires a separate Statement of Work (SOW) approved and signed by both the City and DataDriven. Timeline for any Features and Enhancements development will be specified within the SOW.

City Commission

AGENDA SUMMARY

August 17, 2023 Approved by the Board of Commissioners



SUBJECT: DataDriven: Annual Software Renewal
Watson Field Reporting Suite
(Johnson City Police Department)

MEETING: City Commission - Aug 17 2023

DEPARTMENT: Police Department

STAFF CONTACT: Scotty Carrier, Major

SUMMARY:

Request approval to renew the annual maintenance, support and update fees for existing PDA Software. One year contract effective 7/1/2023. Same price as last 4 years per attached.

The DataDriven invoice and pricing for Annual Maintenance and Support is valid through 8/31/23.

This is for renewal of the current software that expires 8/31/23 while we are evaluating software upgrade options as recommended by the Daigle Audit.

WHICH COMMISSION STRATEGIC GOAL DOES THIS SUPPORT?

Future Ready Infrastructure

FINANCIAL IMPACT:

\$ 71,091 - Operational budget

STAFF RECOMMENDATION:

Approval, as indicated

SUPPORTING DOCUMENTS:

- [Datadriven software renewal for Watson](#)
- [DataDriven Invoice](#)
- [Data Driven Watson renewal July 2022](#)

City Commission

AGENDA SUMMARY



SUBJECT: Chrysler Dodge Jeep Ram Fiat of Columbia
Four-(4) Mini-Vans
(Johnson City Schools: CTE Division)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Johnson City Schools

STAFF CONTACT: Julia Decker,

SUMMARY:

Request approval to purchase (4) 2024 Pacifica Touring L Mini-Vans from State Contract as per attached. State contract # SWC209 expires 12/31/2024
Vehicles will be used to transport student from Middle School to High School for CTE exposure, after school events, CareerQuest at ETSU, field trips to NE State, TCAP Elizabethton, local, state and national competitions, and Teacher uses for clinical, internships, apprenticeships and work-base learning.
1 each for Topper Academy, Liberty Bell, Indian Trail and SHHS.

Delivery unknown -
They have not yet started scheduling fleet orders for 2024, in 2023 it was running about 100-120 days.

FINANCIAL IMPACT:

\$ 166,760 - ISM Grant (approved by BOE 8/7/2023)

STAFF RECOMMENDATION:

Approval, as indicated

SUPPORTING DOCUMENTS:

[CDJR price quote and state contract documents 9 12 23](#)
[CDJR of Colmbia JC School vans requisition 9 12 23](#)

Statewide Multi-Year Contract Issued to:

Vendor ID: 0000141027

Contract Number: 00000000000000000000000080359

Start Date : September 15, 2023 End Date: December 31, 2024

Is this contract available to local government agencies in addition to State agencies?: Yes

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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# State of Tennessee (State)				CDJR- 2024 Model Year Fleet (1 Year Fixed) Pricing	
Dealer Name: TT of Columbia, Inc dba Chrysler Dodge Jeep RAM of Columbia			Required Entry for MSRP	Required Entry	
Model	Model Number	Description	MSRP	State Government Fleet Price (1 Year Fixed Pricing)	
EXAMPLE ONLY:			\$31,000.00	\$25,750.00	
POLICE PURSUIT SUV					
	WDEE75	DURANGO PPV - AWD - 3.6L V6	\$ 45,900.00	\$40,814.00	
	WDEE75	DURANGO PPV - AWD - 3.6L V6 (ADMIN)	\$ 45,580.00	\$40,146.00	
	WDEE75	DURANGO PPV - AWD - 5.7L V8 HEMI	\$ 49,015.00	\$43,517.00	
	WDEE75	DURANGO PPV - AWD - 5.7L V8 HEMI (ADMIN)	\$ 48,695.00	\$42,948.00	
SPECIAL SERVICE VEHICLE					
	DJ7191	RAM 2500 CREW 4X4 SSV - SWB - GAS	\$ 56,065.00	\$46,746.00	
	DJ7191	RAM 2500 CREW 4X4 SSV - SWB - DIESEL	\$ 65,860.00	\$55,472.00	
	DJ7192	RAM 2500 CREW 4X4 SSV - LWB - GAS	\$ 56,265.00	\$46,924.00	
	DJ7192	RAM 2500 CREW 4X4 SSV - LWB - DIESEL	\$ 66,060.00	\$55,650.00	
	D28191	RAM 3500 CREW 4X4 SSV - SWB - GAS	\$ 57,555.00	\$50,107.00	
	D28191	RAM 3500 CREW 4X4 SSV - SWB - DIESEL	\$ 67,350.00	\$58,835.00	
	D28192	RAM 3500 CREW 4X4 SSV - LWB - GAS	\$ 57,755.00	\$50,284.00	
	D28192	RAM 3500 CREW 4X4 SSV - LWB - DIESEL	\$ 67,550.00	\$59,014.00	
CHRYSLER PACIFICA					
	RUCHE33	PACIFICA TOURING L	\$ 43,280.00	\$41,690.00	
	RUEH53	PACIFICA TOURING L AWD	\$ 46,275.00	\$44,435.00	
	RUC753	PACIFICA LIMITED	\$ 50,550.00	\$48,379.00	
	RUE753	PACIFICA LIMITED AWD	\$ 53,545.00	\$50,990.00	
	RUE753	PACIFICA SELECT HYBRID	\$ 54,090.00	\$53,443.00	
	RUE553	PACIFICA PINNACLE HYBRID	\$ 62,820.00	\$61,061.00	
JEEP WRANGLER					
	JLU72	WRANGLER SPORT 2-DOOR	\$ 37,385.00	\$35,984.00	
	JLU572	WRANGLER RUBICON 2-DOOR	\$ 51,690.00	\$48,736.00	
	JLU74	WRANGLER SPORT 4-DOOR	\$ 41,385.00	\$39,737.00	
	JLU74	WRANGLER SAHARA 4-DOOR	\$ 50,815.00	\$48,323.00	
	JLXL74	WRANGLER SPORT 4XE (ELECTRIC)	\$ 52,985.00	\$51,895.00	
ALL NEW RAM 1500 QUAD 4X2					
	DT1H41	ALL NEW 1500 QUAD 4X2 BIG HORN - V6	\$ 45,625.00	\$39,688.00	
	DT1H41	ALL NEW 1500 QUAD 4X2 BIG HORN - V8	\$ 48,670.00	\$42,385.00	
ALL NEW RAM 1500 QUAD 4X4					
	DT6H41	ALL NEW 1500 QUAD 4X4 BIG HORN - V6	\$ 52,110.00	\$45,431.00	
	DT6H41	ALL NEW 1500 QUAD 4X4 BIG HORN - V8	\$ 55,155.00	\$48,240.00	
ALL NEW RAM 1500 CREW 4X2					
	DT1H98	ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V6	\$ 48,375.00	\$42,125.00	
	DT1H98	ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V8	\$ 51,420.00	\$44,851.00	
	DT1H91	ALL NEW 1500 CREW 4X2 BIG HORN - LWB - V8	\$ 51,670.00	\$45,128.00	
	DT1P98	ALL NEW 1500 CREW 4X2 LARAMIE - SWB - V6	\$ 55,625.00	\$47,805.00	
	DT1P98	ALL NEW 1500 CREW 4X2 LARAMIE - SWB - V8	\$ 58,670.00	\$50,485.00	
	DT1P91	ALL NEW 1500 CREW 4X2 LARAMIE - LWB - V8	\$ 58,920.00	\$50,753.00	
ALL NEW RAM 1500 CREW 4X4					



Chrysler Dodge Jeep RAM Fiat of Columbia
106 S. James Campbell Boulevard
Columbia, TN 38401



QUOTE
RAMQ4989-01
Sep 11, 2023

Tennessee State Wide Contract # 209

Quoted To:
Debbie Dillon
City of Johnson City, Tennessee
P O Box 2150
Johnson City, TN 37605

Prepared By:
Russell Alan Moles
Regional Fleet Sales Manager

Phone:
Fax:

Phone: 865-719-0014
Email: rmoles@cdjrcolumbia.com

PO Number:	Valid Through:	Oct 12, 2023	Payment Terms:	NET 15 DAYS
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2024 RUCH53-PACIFICA TOURING L (LINE #14)	Unit Price	Qty	Ext. Price
Base Vehicle & Standard Equipment			\$166,760.00
CUSTOMER PREFERRED PACKAGE 27L - 3.6L V6 24V VVT ENGINE UPG I W/ESS - 9-SPD 948TE AUTO TRANS	\$41,690.00	4	\$166,760.00
CAPRICE LEATHERETTE BUCKET SEATS/BLACK/ALLOY/BLACK - BLACK SEATS (CEQ)	\$0.00	4	\$0.00
Factory Installed Options & Charges			\$0.00
PW7 BRIGHT WHITE CLEAR COAT	\$0.00	4	\$0.00
Dealer Installed Options & Charges			\$0.00
DRIVER DELIVERY TO CUSTOMER	\$0.00	4	\$0.00
PACK - FIXED COST & OVERHEAD	\$0.00	4	\$0.00
Totals			
Subtotal			\$166,760.00
Tax			\$0.00
Shipping			\$0.00
Grand Total			\$166,760.00

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale
Pricing Good For Current Date & Model Year Only Subsequent Model & Option Pricing May Vary
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)
Production Lead Times Vary by Model & Options are controlled by FCA Group
Standard Color is White Unless Noted Otherwise

City Commission

AGENDA SUMMARY



SUBJECT: Fleenor Security Systems: CHANGE ORDER
Additional Camera System Purchases
Water & Sewer Services Department (New Complex)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Water & Sewer Services

STAFF CONTACT: Tom Witherspoon, Director

SUMMARY:
Water Sewer Services would like to purchase additional new camera systems for the new complex. Per Jon Lane's attached memorandum this would be for the rest of the campus areas around Building Unit #300, #500, #600 and the fueling station.
This is a change order to an open purchase order issued on 6/22/23 for the front gate entry and Unit #100. Fleenor Security system has the current contract for our Security system monitoring and maintenance.

Current insurance is on file.
State Contractor's license is also current.

FINANCIAL IMPACT:
\$ 48,725.34 additional - new po total \$ 84,364.84 operational budget

STAFF RECOMMENDATION:
Approval, as indicated

SUPPORTING DOCUMENTS:
[Fleenor Security change order additional cameras at WS Service Center](#)



Requisition 10185 (48,725.34 USD)

Report Date 9/7/23 5:08 PM GMT+00:00
Page 1 of 2

Requisitioning BU Johnson City BU
Entered By Robin Miller
Status Pending approval
Description HD IP Camera system including camera switch , camera recorders, and camera system infrastructure for Unit 300, Unit 500, Unit 600, and Fueling Station & Pump House.

Requisition Amount 48,725.34 USD
Approval Amount 48,725.34 USD
Procurement Card
Justification Sole Source attached

Emergency Requisition No

Funds Status Not reserved

Attachments

Title	File Name or URL	Description
2023 Fleenor Security Systems	2023 Fleenor Security Systems Sole Source Memo - W-S Service Center Complex Additional Cameras.pdf	

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Unit 300 - Warehouse Building	Other Professional Services	1	EACH	22,424.70 USD	22,424.7	Pending approval	Not reserved

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	445-00000-16711-00000-000-00000-00000	8/8/23	100	1	22,424.7	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
2		Unit 500 - Maintenance Building	Other Professional Services	1	EACH	11,628.63 USD	11,628.63	Pending approval	Not reserved

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	445-00000-16711-00000-000-00000-00000	8/8/23	100	1	11,628.63	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
3		Unit 600 - Seasonal Storage Building	Other Professional Services	1	EACH	8,264.23 USD	8,264.23	Pending approval	Not reserved

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	445-00000-16711-00000-000-00000-00000	8/8/23	100	1	8,264.23	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
4		Fueling Station &	Other Professional	1	EACH	4,257.78	4,257.78	Pending	Not



Requisition 10185 (18,725.34 USD)

Report Date 9/7/23 5:08 PM GMT+00:00
Page 2 of 2

Pump House Services USD approval reserved

Distributions	Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
	1	445-00000-16711-00000-000-00000-00000	8/8/23	100	1	4,257.78	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
5		Scissor Lift for Entire Project	Machinery Or Equipment Rental	1	EACH	2,150.00 USD	2,150	Pending approval	Not reserved

Attachments

Title	File Name or URL	Description
Fleenor 27930-2-0-JC Water Cam	Fleenor 27930-2-0-JC Water Camera System Outer Buildings.pdf	

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	445-52111-55330-00000-000-00000-00000	8/8/23	100	1	2,150	Not reserved

Requester Robin Miller
Urgent No
Requested Delivery Date 8/15/23
Deliver-to Location Type Internal
Deliver-to Location Water Sewer Services - Engineering
Deliver-to Address 901 Riverview Dr, Johnson City, TN 37601, Washington, United States
Destination Type Expense
Subinventory
Note to Buyer

Supplier Fleenor Security Systems Inc.
New Supplier No
Supplier Site Po Box 3903
Supplier Contact
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

End of Report



City of Johnson City, Tennessee Water and Sewer Services Department



**CUSTOMER SERVICE /
BILLING / METER READING**
601 East Main Street
P.O. Box 2150
Johnson City, TN 37605
Phone: 423-461-1640
Fax: 423-434-6087
h2osrvc@johnsoncitytn.org

**ENGINEERING
CONNECTIONS & EXTENSIONS**
903 Riverview Drive
P.O. BOX 2466
Johnson City, TN 37605
Phone: 423-461-1646
Fax: 423-975-2653
h2oengin@johnsoncitytn.org

**LINE MAINTENANCE
& CONSTRUCTION**
901 Riverview Drive
P.O. Box 2466
Johnson City, TN 37605
Phone: 423-461-1645
Fax: 423-975-2619
h2olmc@johnsoncitytn.org

**WATERPLANT/WASTEWATER
TREATMENT PLANTS
& FACILITY MAINTENANCE**
857 Riverview Drive
P.O. Box 2466
Johnson City, TN 37605
Phone: 423-461-1642
Fax: 423-975-2612
h2ofm@johnsoncitytn.org

CIP MANAGEMENT
901 Riverview Drive
P.O. Box 2466
Johnson City, TN 37605
Phone: 423-461-1646
Fax: 423-975-2653
h2oengin@johnsoncitytn.org

Memorandum

To: Debbie Dillon, Purchasing

From: Jon Lane, Water and Sewer Services

Date: August 08, 2023

RE: Fleenor Security Systems - New W/S Service Center Complex Additional Camera System Purchase

Water and Sewer Services would like to purchase an additional new HD IP camera system for the rest of the New W/S Service Center complex campus located at 2250 Eddie Williams Road. This will be the areas in the complex around Building Unit #300, #500, #600 and the fueling station.

Fleenor Security Systems completed all the necessary automation and access controls installation for the entire new W/S Service Center project that recently completed construction activities earlier this year. This capital construction project was closed out by the City commission on July 20th, and over 140 W/S Department employees have already relocated their work location to the new complex at 2250 Eddie Williams Road.

Fleenor Security Systems already has PO #17105 underway for the HD IP camera system and security system around Building Unit #100, so this installation will allow the rest of the W/S Service Center complex camera system to successfully integrate into this camera system infrastructure.

Therefore, due to the complexity involved in verifying that this additional new camera system correctly interfaces with the camera system being installed around Unit #100, we are requesting this work be completed by sole source.

The total for the installation of this additional new camera system Fleenor Security Systems is \$48,725.34.

Let me know if you have any questions.

xc: Tom Witherspoon, Director, Water & Sewer Services Department

(423) 282-3755 | Fleenor Security Systems | ericc@fleenorsecurity.com



PROJECT DESCRIPTION

Client Information

Name: Johnson City Water/Sewer Dept

Site:
Johnson City Water/Sewer Services-Main
Bld #100
2250 Eddie Williams Road
Johnson City, TN 37601

Billing:
Johnson City Water/Sewer Dept
Attn: Robin Miller, P.O. Box 2466
Johnson City, TN 37601

Contact:
Robin Miller
t: (423) 461-1646
e: rcmler@johnsoncitytn.org

Project Scope of Work

Fleenor will run wire and install a new HD IP Camera system including camera switch, camera recorders, and camera system infrastructure. Quote based on JC Water IT Department supplying network access for remote viewing and smart device remote application if desired.

The IP camera system will be on a isolated network connected by Switches and Recorders only connected to JC Water network at the Recorder to Switch connection points for local and remote viewing. This system will allow all cameras on site to all to be viewed through same software and remote applications. Quote based on all cable being Non-Plenum rated cable and Non- Shielded cable. If Shielded cable or Plenum rated cable is needed due to EMI interference or rated ceiling areas it will need to be added at an additional charge. If a viewing station is needed a large TV and computer with a robust video graphics card will be needed to view cameras through the viewing station provided by JC Water IT or by FSS at an additional charge.

Building #300 Warehouse Building Cameras

- 15- 8MP HD IP Interior and Exterior Bullet Cameras
- 5- Motorized Varifocal 8MP 2.8-12mm Lens Bullet Camera For Storage Lots, External Building, and Wash Bay Views
- 1- 32 Channel Network Video Recorder
- 1- 26 Port POE Network Switch
- 1- Remote Application Service for remote viewing
- 1- Network Connection
- 1- Camera System Network POE Switches
- 22- Network Switch Connection Cable Runs
- 22- Network Cable and Connection Terminations

Building #500 Maintenance Building

- 6- 8MP HD IP Exterior Bullet Cameras
- 3- 8MP HD IP Interior Bullet Cameras
- 1- Motorized Varifocal 8MP 2.8-12mm Lens Bullet Camera for Wash Bay View
- 1- 16 Channel Network Video Recorder
- 1- Remote Application Service for remote viewing
- 1- Network Connection

Date: 5.16.2023 | Proposal: 27930-2-0 | JC Water Camera System Outer Buildings

PAGE 1

PROJECT DESCRIPTION

- 1- Camera System Network POE Switches
- 11- Network Switch Connection Cable Runs
- 11- Network Cable and Connection Terminations

Building #600 Seasonal Storage

- 5- 8MP HD IP Exterior Bullet Cameras
- 2- 8MP HD IP Interior Bullet Cameras
- 1- 16 Channel Network Video Recorder
- 1- Remote Application Service for remote viewing
- 1- Network Connection
- 1- Camera System Network POE Switches
- 8- Network Switch Connection Cable Runs
- 8- Network Cable and Connection Terminations

Pump House

- 2- 8MP HD IP Exterior Bullet Cameras
- 1- Hardened POE Switch for Gate Cameras
- 1- Switch Power Supply
- 1- Network Connection
- 1- Camera System Network POE Switches
- 2- SFP Network Switch Connection Modules
- 4- Network Switch Connection Cable Runs
- 4- Network Cable and Connection Terminations

NOTE: One Pair of existing fiber will be utilized from pump house to building #1 and from gate #1 to building #1 one for camera additions.

Project Investment

Building#300 Warehouse Building \$22,424.70

QTY	Description
1	Standard Non Shielded CAT6E Cable
1	Network Cable Terminations
1	Camera system to be on private network except for recorder connections into existing network switches. Open ports will be needed for each Camera system recorder
1	22" LCD HD Monitor, HDMI/VGA, Comes With VGA Cable
1	35 FT HDMI V1.4 CABLE W/ ETH
1	Speco 32-Channel 4K H.265 NVR W/Facial Recognition
1	26 Port POE Switch with 2 SFP Ports
5	8MP IP Dome Camera, 2.8-12MM Motorize, IR, w/JCT Box
15	8MP IR Bullet Camera, NDAA Comp.

Building#500 Maintenance Building \$11,628.63

QTY	Description
1	Standard Non Shielded CAT6E Cable
1	Network Cable Terminations

(423) 282-3755 | Fleenor Security Systems | ericc@fleenorsecurity.com

**PROJECT DESCRIPTION**

- 1 Camera system to be on private network except for recorder connections into existing network switches. Open ports will be needed for each Camera system recorder
- 1 Speco NVR, 16 Channel, 16 POE, 6TB, HDMI, VGA, Up To 8MP
- 1 22" LCD HD Monitor, HDMI/VGA, Comes With VGA Cable
- 1 35 FT HDMI V1.4 CABLE W/ ETH
- 1 8MP IP Bullet Camera, 2.8-12MM Motorize, w/JCT Box
- 9 8MP IR Bullet Camera, NDAA Comp.

Building#600 Seasonal Storage Building**\$8,264.23****QTY Description**

- 1 Standard Non Shielded CAT6E Cable
- 1 Network Cable Terminations
- 1 Camera system to be on private network except for recorder connections into existing network switches. Open ports will be needed for each Camera system recorder
- 1 Speco NVR, 16 Channel, 16 POE, 6TB, HDMI, VGA, Up To 8MP
- 1 22" LCD HD Monitor, HDMI/VGA, Comes With VGA Cable
- 1 35 FT HDMI V1.4 CABLE W/ ETH
- 7 8MP IR Bullet Camera, NDAA Comp.

Fueling Station**\$4,257.78****QTY Description**

- 1 6Port Hardened POE Switch for Exterior Cameras
- 1 Transformer for POE Switch
- 1 Standard Non Shielded CAT6E Cable
- 1 Network Cable Terminations
- 1 Camera system to be on private network except for recorder connections into existing network switches. Open ports will be needed for each Camera system recorder
- 1 Pump House Cameras to be connected back to building #1 through fiber and recorded on building #1 recorder
- 2 8MP IR Bullet Camera, NDAA Comp.
- 2 Multi Mode SFP Fiber Transceiver
- 2 1M Duplex Multimode 62.5 Micron Fiber Patch Cable

Scissor Lift for Entire Project**\$2,150.00****QTY Description**

- 1 Scissor Lift

Financial Summary**Total Proposal Amount: \$48,725.34****All prices valid for thirty (30) days from proposal date.**

(423) 282-3755 | Fleenor Security Systems | ericc@fleenorsecurity.com



PROJECT DESCRIPTION

Project Acceptance

I hereby certify that I am authorized by my company to sign this proposal. Fleenor Security Systems is hereby authorized to perform the work as specified. Upon proposal acceptance, Fleenor Security will send the formal agreement document to finalize this transaction.

Accepted By: Johnson City Water/Sewer Dept
Name: Robin Miller

Fleenor Security Systems
Eric Cannon

Signature

Eric Cannon

Signature

Title

Salesperson

Title

Date

May 16, 2023

Date

*Per Eric Cannon
@ Fleenor - no signature
needed - will accept
purchase order
9/11/23
YH*



Purchase Order	JC-17105
Order Date	22-JUN-2023
Change Order	0
Change Order Date	22-JUN-2023
Purchase Order Total	35,639.50 USD

Sold To City of Johnson City, TN Water Sewer Services 2250 Eddie Williams Rd Johnson City, TN 37601 Bill To Johnson City Water Sewer P.O. Box 2150 Johnson City, TN 37605 Department Water Sewer Services Notes Per Fleenor Security Project description and investment.5/16/23 Salesperson Eric Cannon Required insurance documents are on file.	Supplier Fleenor Security Systems Inc. Po Box 3903 Johnson City, TN 37602 Ship To Water Sewer Service Complex 2250 Eddie Williams Road #100 - Main Building Johnson City, TN 37601
---	--

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
991	Net 30		Destination	
Buyer			Requester	
Timothy Devlin TDevlin@johnsoncitytn.org 1-423-975-2715			Robin Miller rcmiller@johnsoncitytn.org	

Line	Description/Part No.	Charge Account	Unit Cost	Quantity	UOM	Cost
1	HD IP Camera System including camera switch, camera recorders and camera system infrastructure for Unit 100 and Front Gate Entry also, Security System for Unit 100	445.00000.16711.00000.000.00000.00000	22,349.37	1	EACH	22,349.37
2	Security System for Unit 100	445.00000.16711.00000.000.00000.00000	13,290.13	1	EACH	13,290.13
Total						35,639.50

City Commission

AGENDA SUMMARY



SUBJECT: Ordinance 4863-23: Second Reading (Public Hearing)
Abandonment of a portion of the public Right-of-Way known as James Keebler Lane
(Development Services)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Development Services

STAFF CONTACT: Peyton Voirin, Planner II

SUMMARY:

The City has received a request to abandon a portion of ROW known as James Keebler Lane.

STAFF RECOMMENDATION:

Approval

SUPPORTING DOCUMENTS:

[ORD 4863-23 - Right-of-Way Abandonment James Keebler Lane - CC
Keebler.ROW.StaffReport](#)

ORDINANCE NO. 4863-23

AN ORDINANCE TO ABANDON A PORTION OF THE PUBLIC RIGHT-OF-WAY KNOWN AS JAMES KEEBLER LANE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, The Johnson City Regional Planning Commission, pursuant to Section 13-4-104 of the Tennessee Code Annotated, on August 8, 2023, reviewed and recommended the abandonment of certain right-of-way as described or shown on the attached Exhibit “A”;

WHEREAS, The Johnson City Board of Commissioners has determined that it is necessary and in the best interest of the health, safety, morals and general welfare of the City of Johnson City to abandon this right-of-way as recommended by the Johnson City Regional Planning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOHNSON CITY as follows:

SECTION I. That the portion depicted in “Exhibit ‘A’” of the public right-of-way known as James Keebler Lane, in the City of Johnson City, is hereby abandoned and the City does henceforth close, relinquish and quitclaim any and all title it may have, either legal or equitable, in the underlying right-of-way to the adjoining property owners;

See James Keebler Lane Right-Of-Way. Plat (description) marked “Exhibit ‘A’” hereto.

SECTION II. BE IT FURTHER ORDAINED that the Mayor is hereby authorized to execute any and all deeds or documents to transfer the said underlying right-of-way area shown on “Exhibit ‘A’” which shall be in form and content acceptable to the City Manager and City Attorney.

SECTION III. BE IT FURTHER ORDAINED that all laws and ordinances in conflict herewith be and the same are hereby repealed.

SECTION IV. BE IT FURTHER ORDAINED that this ordinance shall take effect from and after its passage on third and final reading as required by law, the public welfare requiring it.

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

APPROVED AND SIGNED IN OPEN MEETING

ON THE _____ DAY OF _____, 20 _____

MAYOR

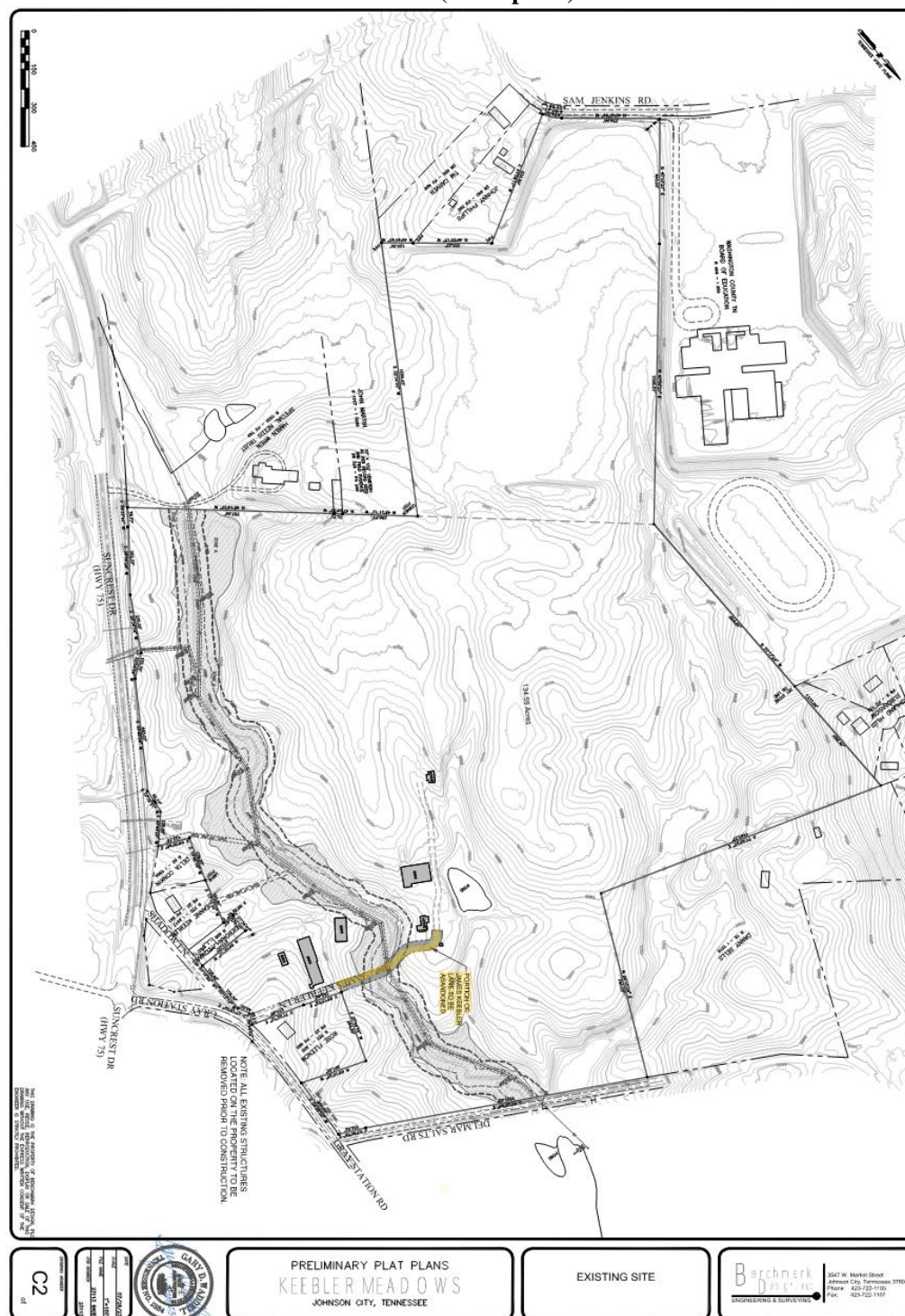
ATTEST: _____

City Recorder

APPROVED AS TO FORM:

City Attorney

“Exhibit ‘A’”
Plat (description)



Abandonment of a portion of public Right-of-Way
known as James Keebler Lane.

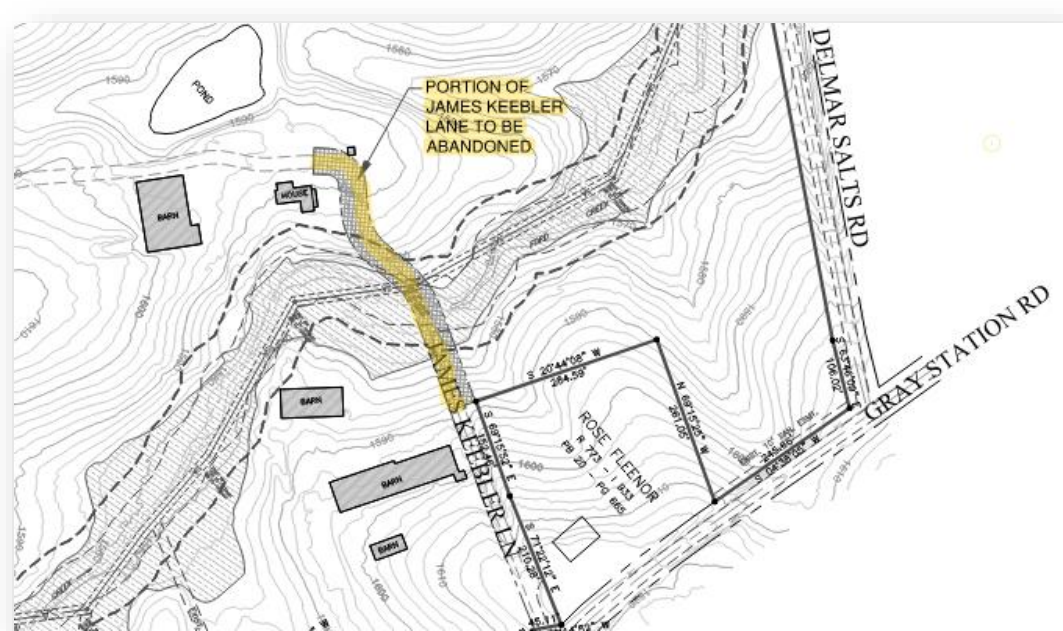
APPLICATIONS	PLROW202300227
LOCATION	James Keebler Lane
PETITIONERS	All Phase Development

Request

The City has received a request to abandon a portion of the public right-of-way (ROW) on James Keebler Lane. The ROW to be abandoned is approximately 450 feet long.

Map 1 below shows the location of the ROW in question.

Map 1: Location of ROW proposed for abandonment



Current Use and Reason for Request

This ROW Abandonment request is a part of the development associated with the Keebler property rezoning (ORD 4856-23). The ROW was annexed by owner request into the City of Johnson City on May 4th, 2023. The ROW previously served as a driveway providing access to 129 James Keebler Lane. Consequential to the development of the property, the existing home will be removed and the ROW in question will no longer be necessary.

Review Comments

Different City Departments and utility agencies have been contacted regarding the request. Some agencies are pending response, and staff will provide the Planning Commission with an updated comments list at the Planning Commission meeting.

DEPARTMENT/UTILITY AGENCY	COMMENTS
1. Water and Sewer Department	No issue with abandonment
2. Public Works/Engineering	No issue with abandonment
3. Police Department	No issue with abandonment
4. Transit Department	No issue with abandonment
5. Atmos Energy	No response
6. Lumen	No response
7. Fire Department	No issue with abandonment
8. Brightidge (Energy Authority)	Existing overhead single-phase distribution line to be removed
9. Comcast communications	No response
10. Century Link	No response
11. Charter Communications	No issue with abandonment
12. Johnson City Schools	No issue with abandonment
13. Zayo Bandwidth	No response
14. Windstream	No response
15. AT&T	No response

Recommendation

Staff recommends approval of the Right Of Way Abandonment.

Planning Commission unanimously recommended the approval of the Right of Way Abandonment at the August 8th meeting.

City Commission

AGENDA SUMMARY



SUBJECT: Signed Check Report: Checks signed by the City Manager over \$50,000 (Administration)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Administration

STAFF CONTACT: Heather Hatfield, Administrative Coordinator

STAFF RECOMMENDATION:

Information Only

SUPPORTING DOCUMENTS:

[Invoices over \\$50,000 \(September 21\)](#)

CHECKS SIGNED BY THE CITY MANAGER OVER \$50,000
SINCE LAST AGENDA PACKET DELIVERY

Date	Vendor	Department	Amount
9/11/23	Flexible Benefit Administrators	Finance	\$169,760.39

City Commission

AGENDA SUMMARY



SUBJECT: Monthly Report: Construction Project Reports - September 2023 (Administration)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Administration

STAFF CONTACT: Heather Hatfield, Administrative Coordinator

SUMMARY:

Monthly Construction Project Reports

STAFF RECOMMENDATION:

Information Only

SUPPORTING DOCUMENTS:

[9 September 2023 Invoice Summary](#)

Construction Project Invoice Report

September 21, 2023

Department/Vendor	Project	Invoice Number	Payment Amount
Water & Sewer Services			
Garney Companies	Lower Brush Creek Interceptor	14	\$ 527,687.68
Thomas Construction Company	2022 Galvanized Water Line	9	\$ 44,940.70
CDM Smith	Development of the SCADA Master Plan	90184203	\$ 7,393.00
Mattern & Craig	Suncrest Gravity Sewer & Lift Station Phase Out	41260723	\$ 901.00
CDM Smith	Knob Creek WWTP Capacity Enhancement	90184293	\$ 3,938.50
Glass Machinery & Excavation	Suncrest Gravity Sewer & Lift Station Phase Out	3	\$ 155,377.13
Hazen & Sawyer	Lower Brush Creek Sanitary Sewer Interceptor	90	\$ 25,099.85
Hazen & Sawyer	Sinking Creek Pump Station	21	\$ 6,125.00
Horizon Underground	Washington County WL Extensions	5	\$ 177,934.15

FACILITIES MANAGEMENT							
Construction Project Status Report							
Project Name	Project Description	Funding Source	Designer/ Contractor	Project Cost	Amount Paid	Projected Completion Date	Current Status
Lake Ridge Elementary	Construction of 8 additional classrooms.	PEP Capital Project Fund	Thomas Weems Archite	\$ 487,750.00	\$ 487,750.00	07/21/23	Substantially complete as of 7/21/23
	Upgrade Existing HVAC System (ESSER)	ESSER 3.0	Preston Construction	\$ 9,755,000.00	\$ 9,642,997.00	98.9%	
Ashe St Courthouse Renovation	Renovation to interior/exterior of Existing Building and MEP	State of TN Grant	Clark Nexsen	\$ 5,500,000.00	\$ 3,842,256.00	11/30/23	Interior and exterior finishes are in progress; Terra cotta replacement veneer pieces are in fabrication; Delays manufacturing of electrical components in elevator and HVAC equipment have pushed project completion to Nov. Phases 5/6 (six science rooms) in progress, to be complete in Nov.
			Burwil Construction			69.9%	
Science Hill High School Interior Renovation	Remodel 11 Science Labs at High School (100% Funded by ESSER)	ESSER 2.0	Thomas Weems Archite	\$ 300,000.00	\$ 295,508.00	02/28/24	
		ESSER	Preston Construction	\$ 6,486,674.00	\$ 5,934,529.00	91.5%	
Keystone Community Center, Roof Replacement	Roof Replacement and Trim Repairs	Capital Project Funds	Shaw & Shanks Architec	\$ 22,500.00	\$ 22,275.00	08/15/23	Substantially complete as of 8/14/23
			Armstrong Construction	\$ 629,400.00	\$ 592,587.00	94.2%	
Winged Deer Park Athletic Complex Expansion	Athletic Complex Expansion		CHA Architects	\$ 1,009,150.00	\$ 888,448.00	11/30/23	Turf installed on three softball fields; Fourth field to be installed this month; Scoring tower nearing completion; Umpire/Maintenance building structure is nearly complete; Field lighting installed; Final grading and
		Capital Project Funds	GRC Construction	\$ 17,634,000.00	\$ 14,772,664.00	83.8%	
Municipal & Safety Building: Roof Replacement	Roof Replacement	Capital Project Funds	Shaw & Shanks Architec	\$ 37,125.00	\$ 33,413.00	09/30/23	Substantially complete as of 8/31/23
				\$ 797,567.00	\$ 735,241.00	92.2%	
Fire Department Training Facility	New buildings with classrooms, offices, and storage; Site training elements	ARPA	Shaw & Shanks Archite	\$ 188,598.00	\$ 141,449.00	09/30/24	Construction to begin 9/12/23
				\$ 4,685,200.00	0%	0.0%	
Johnson City Visitor Center	Casework, Interactive displays, Lighting	TBD	Essyx Displays Construction Partners	\$ 49,850.00 \$ 839,600.00	\$ 44,866.00 \$ 323,365.00	11/01/23 38.5%	Much of the finishes and prefabricated elements have been installed; Additional exterior improvements done by
Freedom Hall Bank Stabilization	Construction of retaining walls and stairs	Capital Funds	Thompson & Litton Burwill Construction	NA \$ 481,000.00	NA 0%	08/15/23 0.0%	Walls, steps, sidewalks, and sod are complete; Railings in progress
Municipal & Safety Building: HVAC	New buildings with classrooms, offices, and	Capital Funds	(None)	\$ -	\$ -	07/31/23	Substantially complete; Final testing and adjustments are ongoing
			Trane U.S., Inc.	\$ 144,766.00	\$ 132,093.00	91.2%	
Fleet Management: Fuel Tank	Abandon underground tanks and install two new	Capital Funds	Thomas Weems Archite	\$ 25,000.00	\$ -	10/30/23	Underground work and environmental close out are in progress
			SPATCO	\$ 478,000.00	0%	0.0%	



FACILITIES MANAGEMENT DEPARTMENT *September 11, 2023*

Project Status in Pictures

Keystone Community Center – New signage





FACILITIES MANAGEMENT DEPARTMENT *September 11, 2023*

Freedom Hall – New concrete steps / retaining wall





FACILITIES MANAGEMENT DEPARTMENT *September 11, 2023*

Winged Deer Athletic Complex



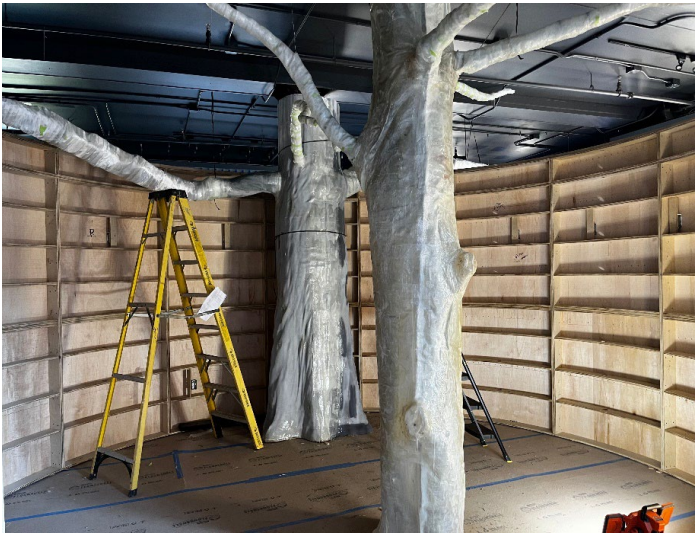


FACILITIES MANAGEMENT DEPARTMENT *September 11, 2023*

Visitors Center Renovation



Page 7 of 14



Page 4 of 5



FACILITIES MANAGEMENT DEPARTMENT *September 11, 2023*

Municipal & Safety Building – Roof Replacement



PUBLIC WORKS DEPARTMENT							
Construction Project Status Report							
Project Name	Eng/Arch Contractor	Project Description	Project Cost	Amount Paid to Date	Funding Source	Projected Completion Date	Current Status
Desquicentinnial Project	Bradley's	Playground Railing	\$153,333.54	\$79,253.33	General Project Fund	6/1/23	
Buffalo Valley Stream Mitigation	Barge Design	Preliminary Analysis	\$24,762.00	\$24,762.00	Stormwater	4/1/2019	Complete
	Barge Design	Stream Analysis	\$14,410.00	\$14,410.00	Stormwater	7/1/2019	Complete
	Barge Design	Construction Plans	\$243,340.00	\$ 223,848.47	Stormwater	1/1/2023	Draft plans submitted
Walnut Street Improvement Project	LDA Eng	Walnut St. Engineering	\$455,000.00	\$356,017.50	General Bond	7/1/2023	
		General Fund	\$140,000.00	\$138,893.75	Genral Bond		
		Water/Sewer	\$215,000.00	\$163,208.75	W/S Bond		
		Stormwater	\$100,000.00	\$74,208.75	Stormwater Bond		
		Covid		\$22,667.50	Covid Funds		
	Environ Standards	Soil Sampling	\$246,845.00	\$90,111.17	General Bond	7/1/2023	
	BrightRidge	Electrical	\$1,173,758.90	\$0.00	General Bond	7/1/2023	
	Summers-Taylor	Construction	\$31,234,730.90	\$11,944,696.80	Combination	7/1/2023	Construction underway
	Mattern and Craig	CEI	\$345,311.65	\$156,866.00	General Bond	1/1/2024	
	Barge Solutions	Holding Pond	\$37,750.00	\$23,782.50	Stormwater	4/1/2023	
	Cherokee Street	City	\$600,000.00		ARPA	6/30/2023	In Progress
		Water/Sewer	\$8,594,526.60	\$4,718,661.10	W/S Bond		
		General Fund	\$20,080,967.62	\$9,491,559.84	Genral Bond		
		Stormwater	\$1,667,516.93	\$963,631.92	Stormwater Bond		
		Covid-19	\$891,726.88	\$0.00	Covid Funds		

PUBLIC WORKS DEPARTMENT							
Construction Project Status Report							
Project Name	Eng/Arch Contractor	Project Description	Project Cost	Amount Paid to Date	Funding Source	Projected Completion Date	Current Status
Knob Creek Overpass Project	THP Eng	Design overpass and 5-lane Knob Creek	\$1,124,900.00	\$915,088.25	STP	4/1/2023	70% complete
	Dunn & Metz Appr Group	Appraisal services	\$111,200.00	\$116,476.00	STP	7/1/2021	99% complete
	Butler Appraisal Group	Appraisal Services	\$50,450.00	\$48,350.00	STP	11/1/2021	99% complete
Winged Deer Park Access Road	Vaughn and Melton	Design Roadway	\$49,800.00	\$44,300.00	Genral Project Fund	9/1/2021	Complete
	City	Construction	\$300,000.00		Capital Account	1/1/2023	90% Complete (In-house)
Knob Creek/ State	City	Construction	\$450,000.00		Capital Account	11/1/2022	Complete (in-house)
Oakland/ Mountainview Widening	City	Construction	\$2,500,000.00		Capital account	6/30/2023	Start Date - June 2023
	Thompson Eng	Bridge Design	\$101,500.00	\$77,140.00	Stormwater	1/1/2023	In Progress, plans at 70%
Bike/Dog Park	Barge Design	Dog Park Design	\$45,725.00	\$16,004.00	Capital Account		1st Concept Complete -
	American Ramp	Bike Park Design	\$30,000.00	\$9,000.00	Capital Account		working on revisions
	Unobligated				Capital Account		Design being finalized
Higland/S Raon Intersection	City		\$100,000.00	\$99,098.01	Capital Account		In Progress

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WATER & SEWER SERVICES							
Construction Project Status Report							
Project Name	Eng/Arch Contractor	Project Description	Project Cost	Funding Source	Amount Paid to Date	Projected Completion Date	Current Status
Walnut St Corridor	LDA Engineering	West Walnut Street Corridor improvements Water and Sewer Design	282,000.00		282,000.00	6/1/2024	Phase II Water/Sewer work is now underway with water installation west of the Walnut St./W. Watauga Ave. intersection.
	LDA Engineering	Consultant construction administrative services for the Walnut St. project water & sewer portion.	215,000.00	Water/Sewer Bond	156,712.50	6/1/24	
	Summers-Taylor	Construction services for the Walnut St. project for water & sewer.	8,594,526.60		4,556,907.56	6/1/24	
B LS Forcemain Project	LDA Engineering	Providing design, bidding, and Construction Administration for the installation of a new 30 inch forcemain from B LS to D LS.	225,000.00	Water/Sewer Bond	172,066.57	6/30/25	The easement acquisition process for the project is underway. Onsite meetings with property owners are continuing.
C Pump Station Project	LDA Engineering	Providing design, bidding, and Construction Administration for the installation of a new C sewer lift station located off of Boring Chapel Road.	112,250.00	Water/Sewer Bond	43,866.25	7/1/24	The easement acquisition process has been completed. Planned project bid advertisement in early Fall 2023.
Lower Boones Creek Interceptor Project	LDA Engineering	Providing design, bidding, and Construction Administration for the installation of new gravity sewer interceptor from near Exit 17 Boones Creek interchange to the B LS.	421,000.00	Water/Sewer Bond	311,146.25	6/30/25	The easement acquisition process for the project is underway.
Sinking Creek Pump Station	Hazen and Sawyer	Final design and construction phase services for the Sinking Creek Sewer Pump Station Project. \$2M EDA Grant Awarded	692,000.00	Water/Sewer Bond & \$2M EDA Grant	471,804.37	2/1/25	The Notice to Proceed was August 28th and the project is currently underway.
	Morgan Contracting	Construction services for the Sinking Creek Pump Station Project.	9,274,250.00			2/1/25	
Service Center Replacement	Cain Rash West	Architectural & Engineering Services	528,000.00		528,000.00	7/20/23	The final balancing change order for city commission close-out was approved at the 07/20/23 city commission meeting. W/S staff have completed their move to the next complex.
	GRC Construction	Construction services for the Service Center Replacement Project.	14,261,230.00		14,255,179.91	7/20/23	
Lower Brush Creek Interceptor	Hazen and Sawyer	Planning, design and construction phase services related to the Lower Brush Creek Sanitary Sewer Interceptor Replacement Project.	2,387,270.00	W/S Bond	2,200,759.23	10/31/23	Project has been broken into 2 contracts.

WATER & SEWER SERVICES							
Construction Project Status Report							
Project Name	Eng/Arch Contractor	Project Description	Project Cost	Funding Source	Amount Paid to Date	Projected Completion Date	Current Status
	Garney Companies	Construction services for the Lower Brush Creek Interceptor - Contract 1 Project	13,347,960.00	SRF Loan	12,008,608.85	10/31/23	Contract 1 is nearly complete with all 13,400 LF of the new 42" gravity sewer line has been installed. Contractor is finalizing cleanup onsite. Final Balancing Change Order for commission approval planned for Fall 2023.
	Garney Companies	Construction services for the Lower Brush Creek Interceptor - Contract 2 Project	11,748,643.50	Cash Reserves & ARP Grant	8,969,915.07	10/31/23	The Contract 2 project is nearly complete with approx. 7,500 LF of new 42" gravity sewer line installed to date. Contractor is finalizing cleanup onsite. Final Balancing Change Order for commission approval planned for Fall 2023.
Suncrest Gravity Sewer and Lift Station Phase-Out Project	Mattern & Craig	Providing design, bidding, and Construction Administration for the installation of over 4,300 LF of 12", 10" and 8" gravity sewer.	113,570.00	W/S Fund	85,796.00	12/1/23	Construction activities are currently underway with approx. 2,200 LF of gravity sewerline installed to date.
	Glass Machinery & Excavation	Construction services for the Suncrest Gravity Sewer & Lift Station Phase-Out Project construction.	2,261,582.02		462,105.11	12/1/23	
SR-75 Water/Sewer Relocation	Barge Design Solutions	Engineering design drawings and specifications for the relocation of water and sewer mains located within TDOT right-of-way along SR75	67,100.00	W/S Fund	64,077.75	5/1/24	The project pre-construction conference was completed on 05/26/23. W/S construction activities are planned to begin later in CY 2023. Water/Sewer Amendments to TDOT contracts on the August 17th commission agenda for approval for additional funds to be posted.
SR-107 Water Relocation - Bridge Relocation	Barge Design Solutions	Engineering design drawings and specifications for the relocation of 400 LF water mains located within TDOT right-of-way along SR107 at North Indian Creek.	29,300.00	W/S Fund	18,911.31	8/1/24	Planned project letting in December 2023.
1937 Booster Station Design Services	Barge Design Solutions	Engineering design services for approximately 3,500 LF of 16" waterline and the design of a new booster station to pump water from the 1838 pressure zone to the 1937 pressure zone.	157,950.00	W/S Fund	95,852.78	9/1/23	Construction activities are nearly complete. The new water booster station has been installed and station startup is underway.
2022 Galvanized Project	Tysinger, Hampton & Partners	Waterline replacement of approximately 13,600 LF in E. Myrtle Avenue/E. Millard Street and Oak Grove Road areas.	105,600.00	W/S Fund	100,301.75	10/31/23	The project construction is now complete. Final Balancing Change Order for commission approval planned for Fall 2023.
	Thomas Construction	Construction services for the 2022 Galvanized Project.	1,283,043.67		938,412.04	10/31/23	

WATER & SEWER SERVICES							
Construction Project Status Report							
Project Name	Eng/Arch Contractor	Project Description	Project Cost	Funding Source	Amount Paid to Date	Projected Completion Date	Current Status
Sewer Lift Station Phase-Out - Claude Simmons Rd LS	Tysinger, Hampton & Partners	Gravity sewer line extension of approx. 2,300 LF to phase-out the existing Sells Farm sewer lift station located off of Claude Simmons Road.	75,000.00	W/S Bond	12,300.00	12/31/23	Final design is currently underway.
Washington County Water Line Extensions	Tysinger, Hampton & Partners	Waterline extension design of approximately 17,020 LF for providing water service on Grassy Valley Road, Bill Bennett Road, Hartmantown Road, Pleasant Valley Road, Wilcox Circle, and Mulberry Lane.	176,100.00	Funding by Washington County through ARPA Funds	141,637.20	12/15/23	Construction activities have been completed on Mulberry Lane, Wilcox Circle, Hartmantown Road, Pleasant Valley Road, and Grassy Valley Road besides the jack & bore area. Project construction is underway on Bill Bennett Road.
	Horizon Underground	Construction services for the Washington County Water Line Extensions Project construction.	2,024,048.25		1,033,776.09	12/15/23	
2023 Galvanized Project	Tysinger, Hampton & Partners	Waterline replacement of approximately 6,500 LF in the Oak Grove Road area.	31,500.00	W/S Fund	12,100.00	2/28/24	The Notice to Proceed was August 28th and the project is currently underway.
	Horizon Underground	Construction services for the 2023 Galvanized Project.	1,046,679.50			2/28/24	

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September 21, 2023



Water and Sewer Services Department

1 Walnut St. Corridor Project

Phase II of the project area Water/Sewer work is now underway west of the Walnut St/W. Watauga Ave. intersection.

2 2022 Galvanized Water Line Replacements Project

The project construction is now complete. Final Balancing Change Order for commission approval planned for Fall 2023.

3 Lower Brush Creek Interceptor Project

The Contract 1 and Contract 2 projects are nearly complete. Contractor is finalizing cleanup onsite. Final Balancing Change Order for commission approval planned for Fall 2023 for both Contract 1 and Contract 2.

4 Sinking Creek Sewer Pump Station Project

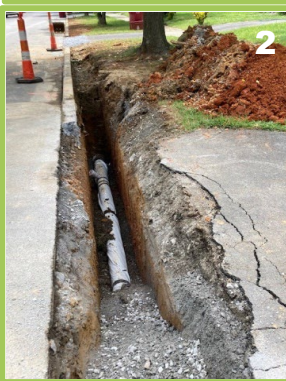
The project Notice to Proceed was August 28th and the project is currently underway.

5 Washington County Water Line Extensions Project

Construction activities have been completed on Mulberry Lane, Wilcox Circle Hartmantown Road, Pleasant Valley Road, Bill Bennett Road, and Grassy Valley Road besides the jack & bore area.

6 Suncrest Gravity Sewer and Lift Station Phase-Out Project

Construction activities are underway with approx. 2,200 LF of gravity sewerline installed to date.



City Commission

AGENDA SUMMARY



SUBJECT: Monthly Report: Fuel Contract Purchases Report - August 2023
(Fleet Management)

MEETING: City Commission - Sep 21 2023

DEPARTMENT: Fleet Management

STAFF CONTACT: Tim Henley, Director

SUMMARY:

August 2023 fuel report attached

WHICH COMMISSION STRATEGIC GOAL DOES THIS SUPPORT?

Future Ready Infrastructure

FINANCIAL IMPACT:

\$ 189,987.98 - Budgeted expense

STAFF RECOMMENDATION:

Informational

SUPPORTING DOCUMENTS:

[August 2023 Fuel purchases rev AGENDA SUMMARY](#)

AUGUST FUEL PURCHASES REPORT

DEPARTMENT: Purchasing for Fleet Management

SUBJECT: ITB# 6541–Fuel contract - Monthly Fuel Purchases Report / August 2023

9 loads **\$ 189,987.98 TL (\$ 2.588083833/gal average)**

TriStar Energy three year contract approved by Board of Commissioners 9/16/2021.

Ultra Low Sulfur Diesel Fuel

Order date	Price per gal	Total
8/1/2023	3.0303	\$22,551.49
8/8/2023	3.058601	\$7,588.39*
8/11/2023	3.1965	\$15,864.23*
8/16/2023	3.072101	\$22,828.78
8/22/2023	3.156501	\$7,821.81*
8/24/2023	3.158901	\$15,636.56*
8/29/2023	3.2439	\$8,035.14*
8/31/2023	3.1385	\$23,259.42
TOTAL:		\$ 123,585.82

Average: \$ 3.131913/gal

Gasoline w/ethanol (E10):

Order date	Price per gal	Total
8/4/2023	2.565601	\$15,244.80
8/8/2023	2.6073	\$12,890.49*
8/11/2023	2.694099	\$6,684.06*
8/22/2023	2.5392	\$12,571.58*
8/24/2023	2.555002	\$6,323.63*
8/29/2023	2.567301	\$12,687.60*
TOTAL:		\$ 66,402.16

Average: 2.588083833/gal

*Partial loads of diesel & gas delivered in one tanker