

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE ACTIVITIES ON DESIGNATED STATE HIGHWAYS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on May 6, 2025, the board approved Resolution No.: 2025-223 authorizing the mayor to sign an agreement with the Tennessee Department of Transportation (TDOT) for maintenance activities on state highways; and

WHEREAS, the state would like to amend "Exhibit B" regarding the Maximum Allowable Equipment Rates for the 2025-2026 fiscal year.

Now therefore,

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

SECTION I. That an Amendment 1 to the agreement with the Tennessee Department of Transportation (TDOT) for maintenance activities on state highways, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment 1 to the agreement with the Tennessee Department of Transportation (TDOT) for maintenance activities on state highways, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment being generally as follows:

**AMENDMENT 1
OF CONTRACT CMA 2614**

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Contract section Exhibit B is deleted in its entirety and replaced with the following:

"EXHIBIT B"

**MAXIMUM ALLOWABLE EQUIPMENT RATES
2025-2026 FISCAL YEAR**

| ITEM NO. | DESCRIPTION OF EQUIPMENT | RATE | UNIT |
|----------|-------------------------------|-------|------|
| 1 | SEDAN, POLICE OR FULL SIZE | 12.00 | HR |
| 2 | TRUCK, PICKUP | 11.00 | HR |
| 3 | TRUCK, ¾ TO 1 TON LIGHT DUTY | 12.00 | HR |
| 4 | TRUCK, ¾ TO 1 TON 4X4 | 13.00 | HR |
| 5 | TRUCK, UTILITY/SERVICE BODY | 14.00 | HR |
| 6 | TRUCK, DUMP UP TO 15,000 GVWR | 24.65 | HR |

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| 7 | TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR | 28.12 | HR |
| 8 | TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR | 42.35 | HR |
| 9 | TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR | 68.00 | HR |
| 10 | TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR | 17.45 | HR |
| 11 | TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR | 26.10 | HR |
| 12 | TRUCK, STAKE OR FLATBED OVER 20,000 | 42.00 | HR |
| 13 | TRUCK, FLATBED OVER 32,500 GVWR | 54.00 | HR |
| 14 | TRUCK, TRACTOR SINGLE AXLE | 37.00 | HR |
| 15 | TRUCK, TRACTOR TANDEM AXLE | 40.15 | HR |
| 16 | TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL) | 82.20 | HR |
| 17 | SWEEPER, TRUCK MOUNTED | 55.89 | HR |
| 18 | SWEEPER, SELF-PROPELLED | 43.71 | HR |
| 19 | TRUCK, W/STREET FLUSHER | 70.16 | HR |
| 20 | TRUCK, CRANE | 28.28 | HR |
| 21 | TRUCK, EXCAVATOR | 64.73 | HR |
| 22 | TRUCK, REFUSE COLLECTION | 30.50 | HR |
| 23 | TRACTOR, W/SWEEPER | 32.68 | HR |
| 24 | TRACTOR, W/DITCHER | 62.12 | HR |
| 25 | TRACTOR, WHEEL | 48.22 | HR |
| 26 | CHIPPER, BRUSH | 36.81 | HR |
| 27 | TRAILER, TILT | 8.04 | HR |
| 28 | TRAILER, PLATFORM OR GENERAL | 10.12 | HR |
| 29 | TRAILER, LOW BOY TANDEM | 20.78 | HR |
| 30 | JOINT & CRACK SEALING MACHINE | 28.55 | HR |
| 31 | ASPHALT RECLAIMER/RECYCLER MACHINE | 135.78 | HR |
| 32 | PAVER, ASPHALT SELF-PROPELLED | 154.53 | HR |
| 33 | PAVER, ASPHALT PULL TYPE | 7.45 | HR |
| 34 | DISTRIBUTOR, ASPHALT, PULL TYPE | 27.37 | HR |
| 35 | CHIP SPREADER MACHINE | 57.42 | HR |
| 36 | EXCAVATOR, TRACK TYPE (TRACKHOE) | 87.31 | HR |
| 37 | DAGLINES AND CRANES | 75.99 | HR |
| 38 | TRACTOR, CRAWLER (DOZER) | 98.18 | HR |
| 39 | MOTOR GRADER | 65.30 | HR |
| 40 | BACKHOE | 37.90 | HR |
| 41 | LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD. | 32.13 | HR |
| 42 | LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY | 47.50 | HR |
| 43 | LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD. | 59.71 | HR |
| 44 | LOADER, FRONT END TRACK TYPE | 71.50 | HR |
| 45 | LOADER, SKID-STEER | 58.46 | HR |
| 46 | PROFILER, MILLING MACHINE | 305.76 | HR |
| 47 | ROLLER, WALK BEHIND | 4.27 | HR |

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| 48 | ROLLER, STEEL WHEEL, 1 TO 5 TONS | 88.84 | HR |
| 49 | ROLLER, STEEL WHEEL, OVER 5 TONS | 41.93 | HR |
| 50 | GENERATOR, PORTABLE | 8.30 | HR |
| 51 | AIR COMPRESSOR, PORTABLE OR PULL TYPE | 36.40 | HR |
| 52 | WELDER, PORTABLE OR PULL TYPE | 5.76 | HR |
| 53 | CONCRETE MIXER, PORTABLE OR PULL TYPE | 32.07 | HR |
| 54 | CURBING MACHINE | 65.74 | HR |
| 55 | PAINT MACHINE, WALK BEHIND | 31.57 | HR |
| 56 | PAINT MACHINE, TRUCK MOUNTED (LARGE) | 84.61 | HR |
| 57 | THERMOPLASTIC MARKING MACHINE, WALK BEHIND | 23.24 | HR |
| 58 | TRAFFIC LINE REMOVER (WATER BLASTER) | 43.68 | HR |
| 59 | ARROW BOARD, TRAILER OR TRUCK MOUNTED | 4.15 | HR |
| 60 | MESSAGE SIGN, TRAILER MOUNTED | 1.14 | HR |
| 61 | LIGHT TOWER, TRAILER MOUNTED | 24.18 | HR |
| 62 | TRUCK MOUNTED ATTENUATOR | 10.00 | HR |

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of September, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY