



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Tuesday, September 7, 2021, 4 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Lisa Winkle, City Recorder/CFO
Dale Phipps, Police Chief
Ken Weems, Planning Manager
John Morris, Budget Director

1. Call to Order
2. Roll Call
3. Ballad Update – Lindy White
4. Review of items on September 7, 2021 Business Meeting Agenda
5. Adjourn

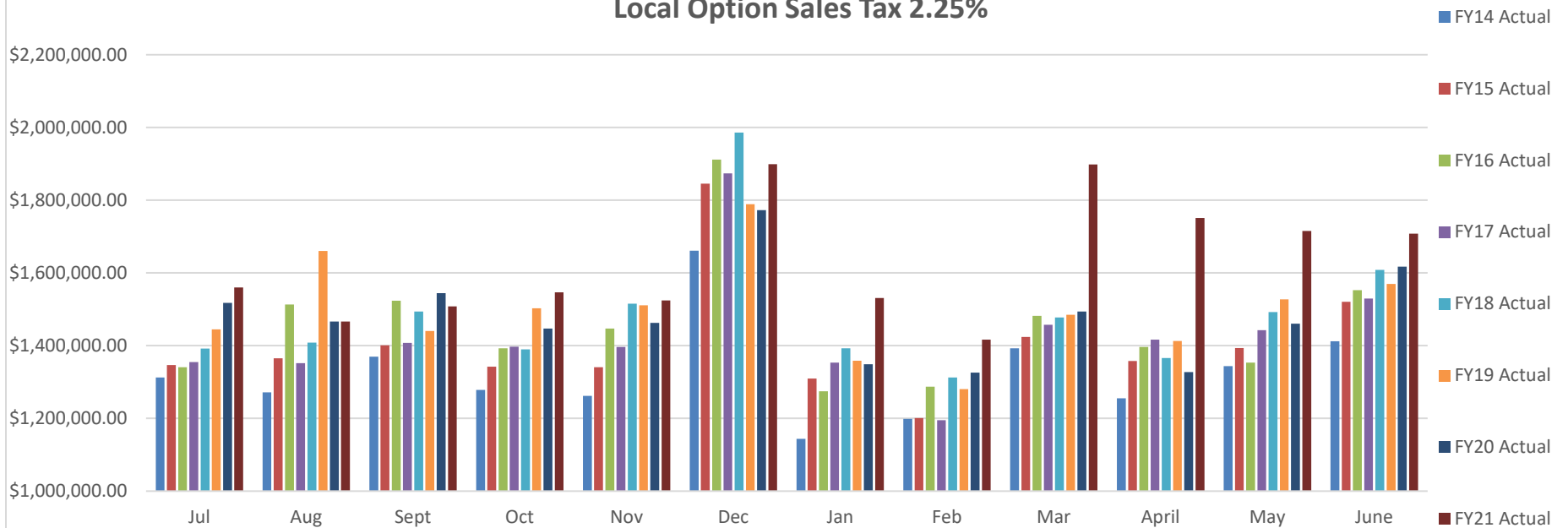
Next Work Session, Monday, September 27, 2021

Local Option Sales Tax 2.25%

June 2021

	FY16	FY17	FY18	FY19	FY20	FY21	FY21	Over/Under	% Over/Under	Over/Under	% Over/Under
	Actual	Actual	Actual	Actual	Actual	Actual	Adjusted Budget	FY21 Budget	FY21 Budget	FY20 Actual	FY20 Actual
Jul	\$1,341,027.00	\$1,354,948.00	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,560,000.00	\$32.54	0.00%	\$42,323	2.79%
Aug	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.00	\$1,466,134.09	\$1,466,100.00	\$34.09	0.00%	(\$111)	-0.01%
Sept	\$1,523,474.00	\$1,407,707.00	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,508,100.00	\$22.79	0.00%	(\$36,339)	-2.35%
Oct	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,546,500.00	\$57.57	0.00%	\$99,491	6.88%
Nov	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.00	\$1,524,485.85	\$1,524,400.00	\$85.85	0.01%	\$61,988	4.24%
Dec	\$1,911,650.00	\$1,873,531.00	\$1,985,601.00	\$1,788,766.43	\$1,772,437.00	\$1,898,886.33	\$1,898,800.00	\$86.33	0.00%	\$126,449	7.13%
Jan	\$1,274,292.00	\$1,353,575.00	\$1,392,917.00	\$1,358,902.17	\$1,348,872.00	\$1,530,774.86	\$1,530,700.00	\$74.86	0.00%	\$181,903	13.49%
Feb	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,133.00	\$1,416,746.27	\$1,416,700.00	\$46.27	0.00%	\$90,613	6.83%
Mar	\$1,481,645.00	\$1,457,518.00	\$1,477,699.00	\$1,484,980.00	\$1,493,996.00	\$1,898,355.80	\$1,898,300.00	\$55.80	0.00%	\$404,360	27.07%
April	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66	\$1,750,965.28	\$1,750,900.00	\$65.28	0.00%	\$423,476	31.90%
May	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68	\$1,715,204.91	\$1,460,589.00	\$254,615.91	17.43%	\$255,176	17.48%
June	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10	\$1,707,660.22	\$1,617,153.00	\$90,507.22	5.60%	\$90,507	5.60%
Total	\$17,474,902.41	\$17,177,048.93	\$17,834,085.40	\$17,982,773.35	\$17,784,091.34	\$19,523,926.50	\$19,178,242.00	\$345,684.50	1.92%	\$1,739,835	10.09%

Local Option Sales Tax 2.25%



City of Kingsport

September 7, 2021

Project Status in Pictures

1 Lochwood Drainage Project

The crew is currently working on building a berm to compliment the grading.

3 Fire Training Classroom

Roof tresses are all in place and the crew is working on the wall and exterior concrete slab.

2 Legacy Trail

The commemorative trail for Bays Mountain's 50th celebration is underway.

4 ADA Sidewalks

The crew is currently working on the sidewalks around Church Circle.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$10,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Plan revision to remove easements on Holston Land Co. has been submitted to TDOT and is awaiting approval.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	TDOT acknowledged receipt of the draft NEPA for review on 8/5/2021. It has been placed in the queue for review.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	11/1/2022	NEPA document has been approved. Awaiting NTP for Design from TDOT.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$1,866,441.00	Kitty Frazier	Scott Adams Memorial Skatepark	Construction of new skatepark at Brickyard Park.	3/31/2022	Work expected to begin during the week of September 6.
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor has completed the Gibson Mill area work.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Response from TDOT Environmental on 5/17 and 6/11 still in the queue for review.
\$1,041,845.18	Ryan McReynolds	2021 Area 35A Paving	Paving a portion of the Eastern Star Area to the east of I-26. This work is paving roadways that have been impacted by water and sewer work due to Border Regions Annexation plan of service requirements.	10/30/2021	Preconstruction meeting on 9/7/21 at 1:00 PM
\$535,231.30	Michael Thompson	2021 Contracted Paving - E Sullivan Street	Paving of E. Sullivan Street from E. Center Street to Church Circle	10/30/2021	Preconstruction meeting on 9/7/21 at 1:00 PM

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$110,000.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	1/31/2022	BMA voted to reject all bids. Project will be rebid once the construction climate improves.
	Rob Cole	Bays Mountain Heritage/Legacy Trail (50th Anniversary)	Construction of new mountain bike/hiking trail at Bays Mountain Park.	11/30/2021	Construction began 8/23/21 on the western side of the new trail, at the intersection with Indian Pipes Trail and River Road.

Status Updates on Active Projects sorted by Completion Date

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Revised 9/7/21

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, September 7, 2021, 7:00 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, City Recorder/CFO
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Dale Phipps, Police Chief
Scott Boyd, Fire Chief
Ken Weems, Planning Manager
John Morris, Budget Director

I. CALL TO ORDER

II.A PLEDGE OF ALLEGIANCE TO THE FLAG

II.B INVOCATION – Pastor Tiger Brooks, Indian Springs Baptist Church

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. APWA Award Presentation – Ryan McReynolds
2. Suicide Prevention Month – Mayor Shull
3. Recognition – Kingsport Police Department First Place in TN Law Enforcement Challenge - Chris McCartt

IV.B. APPOINTMENTS

1. Appointment to PETWORKS (AF:263-2021) (Mayor Shull)
 - Appointments

2. Appointment to the Emergency Communications District / E-911 Board (AF:270-2021) (Mayor Shull)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – August 16, 2021
2. Business Meeting – August 17, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of Tax Map 064, a Portion of Parcel 138.00 Located off Shadowtown Road from B-3 (Highway Oriented Business District) to R-4 (Medium Density Apartment District) (AF:262-2021) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Accept a Private Monetary Donation for the Police K-9 Program and Appropriate the Funds (AF:258-2021) (Chief Phipps)
 - Resolution
 - Ordinance – First Reading
2. Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY '22 Grant (AF:268-2021) (Chief Phipps)
 - Ordinance – First Reading
3. Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY '22 Coordinator Grant (AF:269-2021) (Chief Phipps)
 - Ordinance – First Reading
4. An Ordinance to Amend the Code of Ordinances Chapter 98 Relating to Traffic and Vehicles (AF:273-2021) (Chief Phipps)
 - Ordinance – First Reading
5. Budget Adjustment Ordinance for Various Funds in FY22 (AF:265-2021) (Chris McCartt)
 - Ordinance – First Reading

Revised 9/7/21

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Budget Adjustment Ordinance for the Health Insurance Fund in FY21 (AF:256-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

2. Budget Adjustment Ordinance for the Fleet Maintenance Fund in FY22 (AF:257-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Purchase Two (2) Ford Ranger 4x4 SuperCab XLT & Two (2) Ford F350 XL 4WD from the Tennessee State Contract (AF:246-2021) (Ryan McReynolds/Steve Leonard)
 - Resolution
2. Award Purchase for One (1) New Holland Tractor Utilizing Sourcewell Cooperative Purchasing Agreement (AF:250-2021) (Ryan McReynolds/Steve Leonard)
 - Resolution
3. Authorizing the Mayor to Renew Instructure CASE Benchmarks Agreement by Amendment and Issue Purchase Order (AF:264-2021) (David Frye)
 - Resolution
4. Authorizing the Purchase of SNAP Health Center for Electronic Health Records Management for Kingsport City Schools (AF:266-2021) (David Frye)
 - Resolution
5. Right-of-Way Easement with Kingsport Power Company for Fort Henry Drive (AF:260-2021) (Michael Billingsley)
 - Resolution
6. Right-of-Way Easement with Kingsport Power Company for Scott Adams Skate Park (AF:261-2021) (Michael Billingsley)
 - Resolution
7. Construction Agreement with CSX Transportation (CSXT) for the Main Street Project (AF:271-2021) (Ryan McReynolds)
 - Resolution
8. Facility Encroachment Agreement with CSX Transportation (CSXT) for the Main Street Project Waterline Construction (AF:272-2021) (Ryan McReynolds)
 - Resolution
9. Formal Acceptance of Deeds and Deeds of Easement (AF:259-2021) (Michael Billingsley)
 - Resolution

10. Changing the Meeting Date Business Meeting of the Board of Mayor and Aldermen from the Third Tuesday to the Fourth Tuesday in September, 2021, and Cancelling the First October, 2021 Meeting (AF:274-2021) (Mike Billingsley)

- Resolution

11. Rejection of Bid for Holiday Décor (AF:267-2021) (Michael Borders)

- Resolution

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion by a roll call vote. However, if discussion of an item is desired by any member of the board, the item will be removed from the Consent Agenda and considered separately.

VII. CONSENT AGENDA

None

VIII. COMMUNICATIONS

A. City Manager

- Materials Agreement for Hunts Crossing
- Materials Agreement for Frylee Court

B. Mayor and Board Members

C. Visitors

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

IX. ADJOURN



AGENDA ACTION FORM

Appointment to PETWORKS

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-263-2021
 Work Session: September 7, 2021
 First Reading: N/A

Final Adoption: September 7, 2021
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve Appointment

Executive Summary:

It is recommended to appoint Bonnie Macdonald to PETWORKS fulfilling the unexpired term of Jeff Fleming. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms vary with no term limits. The City of Kingsport is responsible for the appointments of two (2) members with the remaining members appointed by PETWORKS and the Humane Society.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Jeff Fleming	7/1/21	2	At-large
John Campbell	7/1/21	2	At-large

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Bonnie Macdonald	7/1/23	Fulfilling unexpired term	At-large
John Campbell	7/1/22	3	At-large

Attachments:

1. Bonnie Macdonald Bio

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

Bonnie Macdonald

Bonnie and Scott Macdonald have lived in Kingsport for 37 years. Scott is a retired neurologist and Bonnie served the City of Kingsport in the Cultural Arts Department working on such projects as the Public Art Program and Carousel. The Macdonald household has been home to 5 cats and 2 dogs - not all at the same time, but all rescues — as well as two amazing daughters who now live and work in Sydney, Australia and Royal Oak, Michigan.

Bonnie and Scott love to travel - when they can and Bonnie is an avid knitter, grows great weeds, and can spin wool if a couple of experts are nearby. She also serves on the board of the Appalachian Resource Conversation Corporation, International Storytelling Center and Engage Kingsport. Bonnie and Scott are members of First Broad Street United Methodist Church.



AGENDA ACTION FORM

Appointment to the Emergency Communications District / E-911 Board

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *cm*

Action Form No.: AF-270-2021
 Work Session: September 7, 2021
 First Reading: N/A

Final Adoption: September 7, 2021
 Staff Work By: E-911 Board
 Presentation By: Mayor Shull

Recommendation:

Approve the Appointment

Executive Summary:

It is recommended to appoint Jim Everhart to the Emergency Communications District / E-911 Board fulfilling the unexpired term of Craig Dye. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are four years with no term limits. The board is comprised of nine (9) directors; Police Chief, Fire Chief and seven (7) at-large members who retain or reside in the Kingsport Communication District with have working knowledge of public safety.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/24	3	At-large
Craig Dye	12/31/24	1	At-large
Mickey Spivey	12/31/23	1	At-large
Tom Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/24	3	At-large
Jim Everhart	12/31/24	Fulfilling unexpired term	At-large
Mickey Spivey	12/31/23	1	At-large
Tom Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Attachments:

None

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, August 16, 2021, 4:30 PM
City Hall, Boardroom, 415 Broad Street

PRESENT: Board of Mayor and Aldermen
Mayor Patrick W. Shull, Presiding
Vice-Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, Assistant City Attorney
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
George DeCroes, Human Resources Manager
John Morris, Budget Officer
Ken Weems, Planning Manager
John Burkholder, Risk Manager
Jessica Harmon, Assistant to City Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall.
3. **MUNICIPAL ELECTION YEARS.** Jason Booher, Sullivan County Election Commission, gave a presentation on the benefits of moving the municipal election from a stand alone election in May to consolidate with the county and/or national election in August or November. These benefits include decreased cost and increased voter turnout. He pointed out that the statute that allows this change can't shorten the term of an elected official. He stated there is a national trend to make this move, noting all other municipalities in the region have made this move, including Johnson City, Bristol, Jonesborough and Bluff City. Some discussion ensued as he answered questions. The mayor asked the board to think about this issue and talk to citizens and it will be discussed at a later time.
4. **THIS IS KINGSFORT PRESENTATION.** Public Relations Director Adrienne Batara presented this item, providing details on the duties and responsibilities of the marketing department and the staff that handles it. She also discussed staffing and budgetary needs to moving forward. Discussion followed as she answered questions from the board.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday August 16, 2021**

5. REVIEW OF AGENDA ITEMS ON THE AUGUST 17, 2021 REGULAR BUSINESS MEETING AGENDA. City Manager McCartt gave a summary for each item on the proposed agenda. No items were discussed at greater length or received specific questions or concerns.

The City Manager informed the board that Deputy City Manager McReynolds would be filling in for him at the business meeting tomorrow night.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:56 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, August 17, 2021, 7:00 PM
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Paul Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Ryan McReynolds, Deputy City Manager
Bart Rowlett, Assistant City Attorney
Lisa Winkle, Treasurer/City Recorder
Angie Marshall, City Clerk/Deputy City Recorder

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** New Vision Youth.
- II.B. **INVOCATION:** Pastor Rick Meade, Lynn Garden Baptist Church.
- III.A. **ROLL CALL:** By City Recorder Winkle. Absent: Vice Mayor Colette George.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
1. Recognition of Dr. Spivey (Mayor Shull).
 2. Keep Kingsport Beautiful Beautification Awards (Neil Brown).

IV.B. **APPOINTMENTS/REAPPOINTMENTS.**

1. **Reappointments to the Bays Mountain Park Commission** (AF: 248-2021) (Mayor Shull).

Motion/Second: Montgomery/Cooper, to approve:

REAPPOINTMENTS OF RUSS BROGDEN, ROBIN KERKHOFF AND WOODY REEVES TO SERVE ANOTHER THREE-YEAR TERM ON THE **BAYS MOUNTAIN PARK COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2024.

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 17, 2021**

V. APPROVAL OF MINUTES.

Motion/Second: Duncan/Phillips, to approve minutes for the following meetings:

- A. August 2, 2021 Regular Work Session
- B. August 3, 2021 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

~~1. Amend Sections 2-569 and 2-570 of the Kingsport Code of Ordinances to Reestablish a Designated Alderman for the Disposition of City-Owned Real Property (AF: 249-2021) (Lisa Winkle).~~ This agenda item was pulled on August 16, 2021.

2. Budget Adjustment for the Health Insurance Fund in FY21 (AF: 256-2021) (Chris McCartt).

Motion/Second: Olterman/Cooper, to pass:

AN ORDINANCE TO INCREASE THE HEALTH INSURANCE FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

3. Budget Adjustment for the Fleet Maintenance Fund in FY22 (AF: 257-2021) (Chris McCartt).

Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE TO INCREASE THE FLEET MAINTENANCE FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 17, 2021**

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning Code by Removing the Prohibition of Certain Building Materials for the Purpose of Compliance with New State Law Public Chapter 332. The Proposed Ordinance Requires Certain Materials to be Restricted in the Construction of Buildings. (AF: 241-2021) (Ken Weems).

Motion/Second: Phillips/Olterman, to pass:

ORDINANCE NO. 6961, AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO ZONING BY REMOVING THE PROHIBITION OF CERTAIN CONSTRUCTION MATERIALS; CREATING A WAIVER PROCESS FOR THE USE OF CERTAIN CONSTRUCTION MATERIALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting “aye.”

D. OTHER BUSINESS.

1. Agreement with Barge Design Solutions for Riverbend Park Professional Design Services (AF: 254-2021) (Michael Borders/Kitty Frazier).

Motion/Second: Montgomery/Cooper, to pass:

Resolution No. 2022-031, A RESOLUTION APPROVING AN AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR RIVERBEND PARK PROFESSIONAL DESIGN SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

2. Authorize Signature of Work Estimate for Sullivan County Highway Department to Resurface a Portion of Shady View Road (AF: 245-2021) (Ryan McReynolds)

Motion/Second: Duncan/Montgomery, to pass:

Resolution No. 2022-032, A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT FOR RESURFACING PORTIONS OF SHADY VIEW ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE WORK ESTIMATE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

3. Approve a Release of All Claims for USAA Insurance Company and Its Insured, Michael W. Richards, for Payment for Damages to a Fence and Sewer Lift Pump Station Due to a Vehicle Crash on September 18, 2018 on Clouds Ford Road (AF: 206-2021) (John Burkholder).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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Motion/Second: Olterman/Cooper, to pass:

Resolution No. 2022-033, A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE FROM USAA INSURANCE COMPANY FOR PROPERTY DAMAGE TO A FENCE AND SEWER LIFT PUMP STATION ON CLOUDS FORD ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting “aye.”

4. Amend a Blanket Order to Tennessee Book Company for FY22 Textbook Purchases (AF: 227-2021) (David Frye).

Motion/Second: Montgomery/Phillips, to pass:

Resolution No. 2022-034, A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT TEXTBOOKS BY THE KINGSPORT CITY SCHOOL SYSTEM FOR FISCAL YEAR 2022 AND AUTHORIZING THE CITY MANAGER TO AMEND THE BLANKET PURCHASE ORDER FOR THE SAME

Passed in a roll call vote: Cooper, Duncan, Montgomery Olterman, Phillips and Shull voting “aye.”

5. Authorize Reimbursement of Materials Agreement Funds to Landstar, LLC Also Known As Land Star Partners LLC for the West Gate Phase 1 Development (AF: 242-2021) (Ryan McReynolds).

Motion/Second: Phillips/Duncan, to pass:

Resolution No. 2022-035, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO THE LAND STAR PARTNERS, LLC ALSO KNOWN AS LAND STAR PARTNERS, LLC FOR THE WEST GATE PHASE 1 DEVELOPMENT

Passed in a roll call vote: Cooper, Duncan, Montgomery Olterman, Phillips and Shull voting “aye.”

6. Purchase a Used Caterpillar D6 Dozer from Stowers Machinery (AF: 253-2021) (Ryan McReynolds).

Motion/Second: Cooper/Duncan, to pass:

Resolution No. 2022-036, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR A USED 2018 CATERPILLAR D6 DOZER FROM STOWERS MACHINERY

Passed in a roll call vote: Cooper, Duncan, Montgomery Olterman, Phillips and Shull voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 17, 2021**

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

Motion/Second: Olterman/Montgomery, to adopt:

1. Authorize a Change in Name and Title of the Person on Record with ICMA/RC (Mission Square) as the Plan Coordinator on Behalf of City Retirement Plans (AF: 247-2021) (George DeCroes).

Pass:

Resolution No. 2022-037, A RESOLUTION AUTHORIZING A CHANGE TO THE PLAN COORDINATOR FOR THOSE EMPLOYEE BENEFIT PLANS ADMINISTERED BY MISSION SQUARE f/k/a ICMA/RC; AUTHORIZING THE PLAN COORDINATOR TO PERFORM ADMINISTRATIVE DUTIES RELATED TO THE EMPLOYEE BENEFIT PLANS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

2. Authorize Mayor to Execute All Necessary and Proper Documents with Flexible Benefit Administrators for COBRA Administrative Services (AF: 237-2021) (George DeCroes).

Pass:

Resolution No. 2022-038, A RESOLUTION APPROVING AN AGREEMENT WITH FLEXIBLE BENEFIT ADMINISTRATORS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

3. Authorization for Mayor to Execute a Deed of Easement to Domtar Paper Company, LLC (AF: 251-2021) (Chris McCartt).

Pass:

Resolution No. 2022-039, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEED OF EASEMENT FOR THE PROPERTY COMMONLY REFERRED TO AS CEMENT HILL AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

4. Designate Officials Authorized to Execute Banking Transactions for the City of Kingsport (AF: 252-2021) (Lisa Winkle).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 17, 2021**

Pass:

Resolution No. 2022-040, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR CITY OF KINGSFORT POLICE DEPARTMENT SPECIAL INVESTIGATION ACCOUNT ON DEPOSIT WITH FIRST HORIZON BANK NATIONAL ASSOCIATION

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

Pass:

Resolution No. 2022-041, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH CITIZENS BANK

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

Pass:

Resolution No. 2022-042, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FHN FINANCIAL

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

Pass:

Resolution No. 2022-043, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH TRUIST BANK

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

Pass:

Resolution No. 2022-044, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FIRST HORIZON BANK NATIONAL ASSOCIATION

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

Pass:

Resolution No. 2022-045, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH HOMETRUST BANK

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

Pass:

Resolution No. 2022-046, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH LOCAL GOVERNMENT INVESTMENT POOL

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 17, 2021**

Pass:

Resolution No. 2022-047, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH REGIONS BANK

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

Pass:

Resolution No. 2022-048, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH BANK OF TENNESSEE

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

5. Proposed Stormwater Annual Compliance Report (AF: 255-2021) (Ryan McReynolds).

Pass:

Resolution No. 2022-049, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STORMWATER ANNUAL COMPLIANCE REPORT REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Passed in a roll call vote: Cooper, Duncan, Montgomery, Olterman, Phillips and Shull voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. Deputy City Manager. McReynolds complimented city staff.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan mentioned the storm drain art contest was open again through the stormwater and cultural arts departments. He also stated there were two more concerts at Allandale this month to finish off the series. Lastly he pointed out the United Way campaign kicked off this week with a goal of three million dollars, noting this organization impacts more than 1400 people a day. Alderman Cooper asked citizens to be careful traveling in school zones and to watch for children. She also asked for prayers that schools stay safe and can stay in session with the rising covid numbers. Alderman Montgomery commented on the Lo Country Boil event last weekend. He also stated his appreciation for Dr. Spivey and encouraged citizens to talk to their doctors about getting the vaccine. Alderman Phillips encouraged citizens to visit the Kingsport MPO website to participate in a study regarding the future of Center Street. He thanked Marketing Director Adrienne Batara for her presentation at the work session yesterday. Mr. Phillips also pointed out this was the last meeting before college football started. Alderman Olterman asked everyone to support Dobyns Bennett at their first football game this Friday in Bristol, noting their first home game was August 27. Mayor Shull commented on the census data, noting Kingsport has grown over 7,200 residents in the past ten years.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 17, 2021**

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:47 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend Zoning of Tax Map 064, a Portion of Parcel 138.00 Located off Shadowtown Road from B-3 (Highway Oriented Business District) to R-4 (Medium Density Apartment District)

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-262-2021
 Work Session: September 7, 2021
 First Reading: September 7, 2021

Final Adoption: September 28, 2021
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone the property containing Tax Map 064, a Portion of Parcel 138.00 located off Shadowtown Road from B-3 (Highway Oriented Business District) to R-4 (Medium Density Apartment District).

Executive Summary:

This is an owner-requested rezoning of approximately 10.025 acres located along Shadowtown Road from B-3, Highway Oriented Business District, to R-4, Medium Density Apartment District. The applicant desires to construct a total of 152 apartment units at the rezoning site. This rezoning has received one public comment from adjacent property owners. The comment addressed late night loitering that occurs in the existing parking lot of the rezoning site. During their August 2021 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation to rezone the property to the Board of Mayor and Aldermen. The notice of public hearing was published on August 23, 2021.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

Funding source appropriate and funds are available: *jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *mw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on September 7, 2021 to consider the rezoning of Tax Map 064, a portion of parcel 0138.00 located off Shadowtown Road from the B-3 District to the R-4 District. The regular business meeting will begin at 7:00 p.m. in the Board Room located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at an iron rod on the northerly right-of-way of Shadowtown Road;

Thence, leaving the northerly right-of-way of Shadowtown Road and continuing with Frances Bacon McAmis & Karen Bacon Looper (Will Book 25, Page 330) the following two courses:

(1) North 12 degrees 51 minutes 37 seconds West – 490.11 feet to an iron rod;

(2) North 46 degrees 37 minutes 23 seconds East – 640.86 feet to an iron rod;

Thence, leaving Frances Bacon McAmis & Karen Bacon Looper and continuing through Larkspur Kingsport, LLC (Deed Book 3409, Page 1437), South 29 degrees 20 minutes 22 seconds East – 679.48 feet to an iron rod on the line of Sajjan G. Shiva & Kalpana Shiva (Deed Book 3181, Page 1590);

Thence, with Sajjan G. Shiva & Kalpana Shiva the following three courses:

(1) South 60 degrees 39 minutes 38 seconds West – 132.62 feet to an iron rod;

(2) Around a curve to the left (Chord South 27 degrees 33 minutes 51 seconds West – 54.60 feet, Radius 50.00 feet, Delta 66 degrees 11 minutes 34 seconds, Length 57.76 feet) to an iron rod;

(3) South 05 degrees 31 minutes 55 seconds East – 116.94 feet to an iron rod on the northerly right-of-way of Shadowtown Road;

Thence, with the northerly right-of-way of Shadowtown Road the following three courses:

(1) South 84 degrees 32 minutes 22 seconds West – 385.00 feet to an iron rod;

(2) South 03 degrees 03 minutes 26 seconds East – 45.00 feet to an iron rod;

(3) South 85 degrees 26 minutes 34 seconds West – 179.77 feet to the BEGINNING.

Containing 10.025 Acres more or less.

A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 8/23/2021

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG SHADOWTOWN ROAD FROM B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO R-4, MEDIUM DENSITY APARTMENT DISTRICT IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Shadowtown Road from B-3, Highway Oriented Business District to R-4, Medium Density Apartment District in the 7th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at an iron rod on the northerly right-of-way of Shadowtown Road; Thence, leaving the northerly right-of-way of Shadowtown Road and continuing with Frances Bacon McAmis & Karen Bacon Looper (Will Book 25, Page 330) the following two courses: (1) North 12 degrees 51 minutes 37 seconds West – 490.11 feet to an iron rod; (2) North 46 degrees 37 minutes 23 seconds East – 640.86 feet to an iron rod; Thence, leaving Frances Bacon McAmis & Karen Bacon Looper and continuing through Larkspur Kingsport, LLC (Deed Book 3409, Page 1437), South 29 degrees 20 minutes 22 seconds East – 679.48 feet to an iron rod on the line of Sajjan G. Shiva & Kalpana Shiva (Deed Book 3181, Page 1590); Thence, with Sajjan G. Shiva & Kalpana Shiva the following three courses: (1) South 60 degrees 39 minutes 38 seconds West – 132.62 feet to an iron rod; (2) Around a curve to the left (Chord South 27 degrees 33 minutes 51 seconds West – 54.60 feet, Radius 50.00 feet, Delta 66 degrees 11 minutes 34 seconds, Length 57.76 feet) to an iron rod; (3) South 05 degrees 31 minutes 55 seconds East – 116.94 feet to an iron rod on the northerly right-of-way of Shadowtown Road; Thence, with the northerly right-of-way of Shadowtown Road the following three courses: (1) South 84 degrees 32 minutes 22 seconds West – 385.00 feet to an iron rod; (2) South 03 degrees 03 minutes 26 seconds East – 45.00 feet to an iron rod; (3) South 85 degrees 26 minutes 34 seconds West – 179.77 feet to the BEGINNING. Containing 10.025 Acres more or less.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Kingsport Regional Planning Commission
Rezoning Report

File Number 21-0182

Shadowtown Road 2021 Rezoning

Property Information			
Address		354 Shadowtown Road	
Tax Map, Group, Parcel		064, a Portion of Parcel 138	
Civil District		7	
Overlay District		n/a	
Land Use Designation		Retail/ Commercial	
Acres		10.025 +/-	
Existing Use	Vacant commercial space	Existing Zoning	B-3
Proposed Use	152-unit apartment complex	Proposed Zoning	R-4
Owner /Applicant Information			
Name: David Bernstein Address: 10800 Biscayne Blvd City: Miami State: FL Zip Code: 33161 Phone: (917) 992-5292		Intent: <i>To rezone from B-3 (Highway Oriented Business District) to R-4 (Medium Density Apartment District) to accommodate a 152-unit apartment complex.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p style="margin-left: 40px;"><i>The proposal is appropriate for the area with an existing adjacent commercial site and convenient access to Interstate 81.</i></p> <p>Staff Field Notes and General Comments:</p> <p style="margin-left: 40px;"><i>The rezoning site is part of an area that was rezoned to B-3 in early 2021 for the purpose of using the existing commercial building for indoor climate-controlled storage and commercial units more compatible with the B-3 zone. The proposed rezoning came about due to the remaining tenants leaving the existing commercial suites and interest from a developer to locate apartments on the site.</i></p> <p style="margin-left: 40px;"><i>The existing businesses along Carolina Pottery Dr. consist of a McDonald's, a gas station, a motorcycle shop, and a church. The climate controlled indoor storage use is planned for the right side of the existing building (the former location of Carolina Pottery), while the west side of the structure will be razed to make space for the apartment complex.</i></p>			
Planner:	Ken Weems	Date:	August 3, 2021
Planning Commission Action		Meeting Date:	August 19, 2021
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Kingsport Regional Planning Commission

Rezoning Report

File Number 21-0182

PROPERTY INFORMATION

ADDRESS	354 Shadowtown Road
DISTRICT	7
OVERLAY DISTRICT	n/a
EXISTING ZONING	B-3
PROPOSED ZONING	R-4
ACRES	10.025 +/-
EXISTING USE	vacant commercial retail suites in the existing building
PROPOSED USE	152-unit apartment complex

INTENT

To rezone from B-3 (Highway Oriented Business District) to R-4 (Medium Density Apartment District) to accommodate a 152-unit apartment complex.

Vicinity Map

ArcGIS Web Map



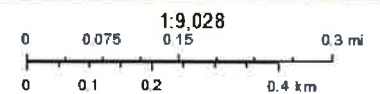
9/2021, 3:03:17 PM

Washington County Parcels
Lake_Pond
Parcel_Conflict
Parcels

Railroad_ROW
River
Street_ROW

Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels

Railroad_ROW
River
Street_ROW



Web App Builder for ArcGIS

Kingsport Regional Planning Commission

Rezoning Report

File Number 21-0182

Surrounding Zoning Map

ArcGIS Web Map



9/2021, 3:07:42 PM

- Kpt 311 Address
- Sullivan County Parcels
- Lake_Pond

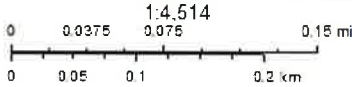
- Parcel_Conflict
- Parcels
- Railroad_ROW

- River
- Street_ROW

- Sullivan County Parcels
- Lake_Pond
- Parcel_Conflict

- Parcels
- Railroad_ROW
- River

- Street_ROW



Web App Builder for ArcGIS

Future Land Use Plan 2030
Designation: Retail/ Commercial

ArcGIS Web Map



8/9/2021, 3:09:20 PM

• Kpt 911 Address

Washington County Parcels

□ Lake_Pond

□ Parcel_Conflict

□ Parcels

□ Railroad_ROW

□ River

□ Street_ROW

Sullivan County Parcels

□ Lake_Pond

□ Parcel_Conflict

□ Parcels

□ Railroad_ROW

□ River

□ Street_ROW



Web App Builder for ArcGIS

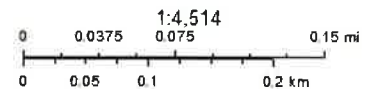
Aerial

ArcGIS Web Map



8/9/2021, 3:19:15 PM

- | | | | | | |
|---------------------------|-----------------|------------|-------------------------|--------------|------------|
| • Kpt 911 Address | Parcel_Conflict | River | Sullivan County Parcels | Parcels | Street_ROW |
| Washington County Parcels | Parcels | Street_ROW | Lake_Pond | Railroad_ROW | |
| Lake_Pond | Railroad_ROW | | Parcel_Conflict | River | |



Web App Builder for ArcGIS

File Number 21-0182

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File Number 21-0182





Portion of Existing Commercial Building to be Razed



Rear of Commercial Building to be Razed



Existing Uses Location Map

ArcGIS Web Map



8/9/2021, 3:21:45 PM

• Kpt 911 Address
 Washington County Parcels
 Lake_Pond
 Parcel_Conflict
 Parcels
 Railroad_ROW
 River
 Street_ROW
 Sullivan County Parcels
 Lake_Pond
 Parcel_Conflict
 River
 Parcels
 Railroad_ROW
 Street_ROW



Web AppBuilder for ArcGIS

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: County R-1</u> <u>Use: vacant</u>	n/a
Further North and Northwest	2	<u>Zone: County R-1</u> <u>Use: low density single family</u>	n/a
East	3	<u>Zone: City TA/C</u> <u>Use: church</u>	Converted to the TA/C zone in 2014

Kingsport Regional Planning Commission
Rezoning Report

File Number 21-0182

Further East	4	<u>Zone: City TA/C</u> Use: gas station	Converted to the TA/C zone in 2014
Southeast and South	5	<u>Zone: County R-1</u> Use: Sullivan Central	n/a
Further South	6	<u>Zone: City TA/C</u> Use: vacant	Converted to the TA/C zone in 2014
West	7	<u>Zone: County R-1</u> Use: single family	n/a

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from B-3 to R-4. The proposed R-4 zone will permit land use intensity similar to the potential of the existing B-3 zone and use.



AGENDA ACTION FORM

Accept a Private Monetary Donation for the Police K-9 Program and Appropriate the Funds

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-258-2021
 Work Session: September 7, 2021
 First Reading: September 7, 2021

Final Adoption: September 28, 2021
 Staff Work By: Commander Chambers
 Presentation By: Chief Phipps

Recommendation:

Approve the Resolution and Ordinance

Executive Summary:

Kingsport citizen, Stewart Baggett, wishes to make two monetary contributions to the police department in the amount of \$5500.00. The intended purpose of these contributions are to assist with the cost of maintaining the Kingsport Police Department's K-9 Unit. It is with this action that the police department respectfully requests the board to accept the contributions and place the funds into a project line to be utilized for the furtherance of the K-9 program.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *W*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A MONETARY DONATION FOR
THE KINGSPORT POLICE DEPARTMENT'S K-9 PROGRAM

WHEREAS, a Kingsport citizen, Stewart Baggett, wishes to make two monetary donations to the police department; and

WHEREAS, the intended purpose of these donations is to assist with the cost of maintaining the Kingsport Police Department's K-9 Unit; and

WHEREAS, the first donation is in the amount of \$3,000.00 and the second donation is in the amount of \$2,500.00 for a total donation of \$5,500.00.

Now therefore,

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

SECTION I. That the monetary donation to the city from Stewart Baggett, in the total amount of \$5,500.00, is accepted.

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

**PRE-FILED
CITY RECORDER**

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS FOR THE YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating funds received from Stewart Baggett in the amount of \$5,500 for the K-9 program.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Fund 111: General Project-Special Revenue Fund			
<u>K-9 Donation (NC1808)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-364.10-00 From Individuals	16,500	5,500	22,000
Totals:	16,500	5,500	22,000
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-12 Food	2,000	00	2,000
111-0000-601.30-20 Operating Supplies & Tools	14,500	5,500	20,000
Totals:	16,500	5,500	22,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY '22 Grant

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-268-2021
 Work Session: September 7, 2021
 First Reading: September 7, 2021

Final Adoption: September 28, 2021
 Staff Work By: Capt. Randall Gore
 Presentation By: Chief Dale Phipps

Recommendation:

Approve the Budget Ordinance

Executive Summary:

On March 16, 2021 via AF-79-2021, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Grant. We have been notified that we were approved for \$44,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime and the purchase of traffic safety equipment.

There are no matching fund requirements.

Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$44,000 to the TN Highway Safety Office Grant project (NC2204) to enforce traffic safety. No matching funds are required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project/Special Rev</u>			
<u>Fund</u>			
<u>TN Highway Safety Office Grant (NC2204)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-337.60-10 Safety/Homeland Security	0	44,000	44,000
<i>Totals:</i>	0	44,000	44,000
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.10-11 Overtime	0	30,000	30,000
111-0000-601.10-20 Social Security	0	3,520	3,520
111-0000-601.10-30 Health Insurance	0	535	535
111-0000-601.10-41 TCRS Retirement	0	7,200	7,200
111-0000-601.10-43 ICMA/Retirement	0	2,135	2,135
111-0000-601.10-50 Life Insurance	0	130	130
111-0000-601.10-52 Long Term Disability	0	80	80
111-0000-601.10-60 Workmen's Comp	0	270	270
111-0000-601.10-61 Unemployment Ins.	0	130	130
<i>Totals:</i>	0	44,000	44,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY '22 Coordinator Grant

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-269-2021
 Work Session: September 7, 2021
 First Reading: September 7, 2021

Final Adoption: September 28, 2021
 Staff Work By: Capt. Randall Gore
 Presentation By: Chief Dale Phipps

Recommendation:

Approve the Budget Ordinance

Executive Summary:

On March 16, 2021 via AF-80-2021, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Coordinator grant. We have been notified that we were approved for \$20,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized to pay for Officer Matt McGuire's travel/training to various traffic related workshops and conferences. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *gm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Oltman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$20,000 to the THSO Coordinator Grant project (NC2205) to enforce traffic safety. No matching funds are required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Project/Special Rev			
Fund			
THSO Coordinator Grant (NC2205)			
Revenues:	\$	\$	\$
111-0000-337.60-10 Safety/Homeland Security	0	20,000	20,000
Totals:	0	20,000	20,000
Expenditures:	\$	\$	\$
111-0000-601.10-11 Overtime	0	450	450
111-0000-601.10-20 Social Security	0	40	40
111-0000-601.10-30 Health Insurance	0	50	50
111-0000-601.10-41 TCRS Retirement	0	120	120
111-0000-601.10-50 Life Insurance	0	30	30
111-0000-601.10-52 Long Term Disability	0	20	20
111-0000-601.10-60 Workmen's Comp	0	50	50
111-0000-601.10-61 Unemployment Ins.	0	40	40
111-0000-601.20-40 Travel Expense	0	1,500	1,500
111-0000-601.20-41 Registration Fees/Tuition	0	1,500	1,500
111-0000-601.30-20 Operating Supplies & Tool	0	16,200	16,200
Totals:	0	20,000	20,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

An Ordinance to Amend the Code of Ordinances Chapter 98 Relating to Traffic and Vehicles

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *RM*

Action Form No.: AF-273-2021
 Work Session: September 7, 2021
 First Reading: September 7, 2021

Final Adoption: September 28, 2021
 Staff Work By: Chief Phipps
 Presentation By: Chief Phipps

Recommendation:

Approve the Ordinance

Executive Summary:

In the interest of expediency and efficiency of a court hearing for citizens who are cited for a traffic violation not found in the city ordinances, it is the desire of the police department to amend Chapter 98 of the city code to include certain traffic related violations that, historically, have been processed through the state court system that is overburdened. These infractions are minor in nature, but are commonly noticed amongst drivers in the city. With this action, drivers found to be in violation can be cited into the city court system with minimal interruption into their daily lives and still be able to come into desired compliance in short order.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *RM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *RM*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

PRE-FILED
CITY RECORDER

Revised 9/7/21

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, BY ADDING ADDITIONAL SECTIONS TO CHAPTER 98 RELATING TO TRAFFIC AND VEHICLES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 98-89 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding the following:

Sec. 98-89. Prohibited uses of wireless telecommunications devices or stand-alone electronic devices.

(a) As used in this section:

- (1) "Stand-alone electronic device" means a portable device other than a wireless telecommunications device that stores audio or video data files to be retrieved on demand by a user;
- (2) "Utility services" means electric, natural gas, water, wastewater, cable, telephone, or telecommunications services or the repair, location, relocation, improvement, or maintenance of utility poles, transmission structures, pipes, wires, fibers, cables, easements, rights of way, or associated infrastructure; and
- (3) "Wireless telecommunications device" means a cellular telephone, a portable telephone, a text-messaging device, a personal digital assistant, a stand-alone computer, a global positioning system receiver, or substantially similar portable wireless device that is used to initiate or receive communication, information, or data. "Wireless telecommunications device" does not include a radio, citizens band radio, citizens band radio hybrid, commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device, prescribed medical device, amateur or ham radio device, or in-vehicle security, navigation, autonomous technology, or remote diagnostics system.

(b)

- (1) A person, while operating a motor vehicle on any road or highway in this state, shall not:
 - (A) Physically hold or support, with any part of the person's body, a:
 - (i) Wireless telecommunications device. This subdivision (b)(1)(A) does not prohibit a person eighteen (18) years of age or older from:
 - (a) Using an earpiece, headphone device, or device worn on a wrist to conduct a voice-based communication; or
 - (b) Using only one (1) button on a wireless telecommunications device to initiate or terminate a voice communication; or
 - (ii) Stand-alone electronic device;
 - (B) Write, send, or read any text-based communication, including, but not limited to, a text message, instant message, email, or internet data on a wireless telecommunications device or stand-alone electronic device. This subdivision (b)(1)(B) does not apply to any person eighteen (18) years of age or older who uses such devices:
 - (i) To automatically convert a voice-based communication to be sent as a message in a written form; or
 - (ii) For navigation of the motor vehicle through use of a device's global positioning

system;

(C) Reach for a wireless telecommunications device or stand-alone electronic device in a manner that requires the driver to no longer be:

- (i) In a seated driving position; or
- (ii) Properly restrained by a safety belt;

(D) Watch a video or movie on a wireless telecommunications device or stand-alone electronic device other than viewing data related to the navigation of the motor vehicle; or

(E) Record or broadcast video on a wireless telecommunications device or stand-alone electronic device. This subdivision (b)(1) does not apply to electronic devices used for the sole purpose of continuously recording or broadcasting video within or outside of the motor vehicle.

(2) Notwithstanding subdivisions (b)(1)(A) and (B), and in addition to the exceptions described in those subdivisions, a function or feature of a wireless telecommunications device or stand-alone electronic device may be activated or deactivated in a manner requiring the physical use of the driver's hand while the driver is operating a motor vehicle if:

(A) The wireless telecommunications device or stand-alone electronic device is mounted on the vehicle's windshield, dashboard, or center console in a manner that does not hinder the driver's view of the road; and

(B) The driver's hand is used to activate or deactivate a feature or function of the wireless telecommunications device or stand-alone electronic device with the motion of one (1) swipe or tap of the driver's finger, and does not activate camera, video, or gaming features or functions for viewing, recording, amusement, or other non-navigational functions, other than features or functions related to the transportation of persons or property for compensation or payment of a fee.

(c) This section does not apply to the following persons:

(1) Officers of the state or of any county, or the city charged with the enforcement of the laws of this state, or federal law enforcement officers when in the actual discharge of their official duties;

(2) Campus police officers and public safety officers, as defined by Tenn. Code Ann. § 49-7-118, when in the actual discharge of their official duties;

(3) Emergency medical technicians, emergency medical technician-paramedics, and firefighters, both volunteer and career, when in the actual discharge of their official duties;

(4) Emergency management agency officers of the state or of any county, or the city when in the actual discharge of their official duties;

(5) Persons using a wireless telecommunications device to communicate with law enforcement agencies, medical providers, fire departments, or other emergency service agencies while driving a motor vehicle, if the use is necessitated by a bona fide emergency, including a natural or human occurrence that threatens human health, life, or property;

(6) Employees or contractors of utility services providers acting within the scope of their employment; and

(7) Persons who are lawfully stopped or parked in their motor vehicles or who lawfully leave standing their motor vehicles.

State law reference-Similar provisions TCA § 55-8-199

SECTION II. That Section 98-411 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding the following:

Sec. 98-411. Compliance with financial responsibility law required — Evidence of compliance — Issuance of citations by police service technicians.

(a) This section shall apply to every vehicle subject to the registration and certificate of title provisions.

(b)

(1)

(A) At the time a driver of a motor vehicle is charged with any violation under Chapter 98 of the Code of Ordinances, an officer shall request evidence of financial responsibility as required by this section.

(B) If the driver of a motor vehicle fails to show an officer evidence of financial responsibility, or provides the officer with evidence of a motor vehicle liability policy as evidence of financial responsibility, the officer shall utilize the vehicle insurance verification program as defined in Tenn. Code Ann. § 55-12-203 and may rely on the information provided by the vehicle insurance verification program, for the purpose of verifying evidence of liability insurance coverage.

(2) For the purposes of this section, "financial responsibility" means:

(A) Documentation, such as the declaration page of an insurance policy, an insurance binder, or an insurance card from an insurance company authorized to do business in this state, whether in paper or electronic format, stating that a policy of insurance meeting the requirements of this part has been issued;

(B) A certificate, valid for one (1) year, issued by the commissioner of safety, stating that:

(i) A cash deposit or bond in the amount required by this part has been paid or filed with the commissioner of revenue; or

(ii) The driver has qualified as a self-insurer under Tenn. Code Ann. § 55-12-111; or

(C) The motor vehicle being operated at the time of the violation was owned by a common carrier subject to the jurisdiction of the department of safety or the interstate commerce commission, or was owned by the United States, the state, or any political subdivision thereof, and that the motor vehicle was being operated with the owner's consent.

(c)

(1) It is an offense to fail to provide evidence of financial responsibility pursuant to this section.

(2) Except as provided in subdivision (c)(3), a violation of subdivision (c)(1) is a violation of the Code of Ordinances subject to the penalties set forth in City Code of Ordinances section 98-37.

(3) If the driver of a motor vehicle fails to provide evidence of financial responsibility pursuant to this section, an officer may tow the motor vehicle pursuant to Kingsport Police Department Patrol Division Standard Operating Procedures.

(d) The fines imposed by this section shall be in addition to any other fines imposed by this title for any other violation under this title.

(e)

(1) On or before the court date, the person so charged may submit evidence of financial responsibility at the time of the violation. If it is the person's first violation of this section and the court is satisfied that the financial responsibility was in effect at the time of the violation, the charge of failure to provide evidence of financial responsibility shall be dismissed. Upon the person's second or subsequent violation of this section, if the court is satisfied that the financial responsibility was in effect at the time of the violation, the charge of failure to provide evidence of financial responsibility may be dismissed. Any charge that is dismissed pursuant to this subsection (e) shall be dismissed without costs to the defendant and no litigation tax shall be due or collected, notwithstanding any law to the contrary.

(2) A person who did not have financial responsibility that was in effect at the time of being charged with a violation of subsection (c) shall not have that person's violation of subsection

(c) dismissed.

(f) For purposes of this section, acceptable electronic formats include display of electronic images on a cellular phone or any other type of portable electronic device.

(h) If a person displays the evidence in an electronic format pursuant to this section, the person is not consenting for law enforcement to access any other contents of the electronic device.

State law reference-Similar provisions TCA § 55-12-139

SECTION III. That Section 98-412-of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding the following:

Sec. 98-412 Driving or moving unregistered vehicle upon highway — Exception.

(a) No person shall:

(1) Drive or move or knowingly permit to be driven or moved on any street any vehicle of a type required to be registered under chapters 1-6 of title 55 of the Tennessee Code Annotated that is not registered or for which the appropriate fee has not been paid when and as required under chapters 1-6 of title 55 of the Tennessee Code Annotated; or

(2) Operate or for any owner knowingly to permit to be operated on lands, other than a street, an off-highway motor vehicle for which certificate of title has not been issued or for which the appropriate fee has not been paid when and as required under chapters 1-6 of title 55 of the Tennessee Code Annotated.

(b) Notwithstanding subdivisions (a)(1) and (2), when application accompanied by proper fee has been made for a certificate of title for a vehicle, the vehicle may be operated temporarily pending issuance of a certificate of title upon displaying a duplicate application for the certificate of title, duly verified by the county clerk of the county in which the vehicle has been registered, which shall be prepared by the county clerk, upon request, without the payment of an additional fee.

State law reference-Similar provisions TCA § 55-3-102

SECTION IV. That Section 98-413 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding the following:

Sec. 98-413. Tinted motor vehicle windows.

(a)

(1) It is a violation of this Chapter for any person to operate, upon any street, any motor vehicle in which any window that has a visible light transmittance equal to, but not less than, that specified in the Federal Motor Vehicle Safety Standard No. 205, codified in 49 CFR 571.205, has been altered, treated or replaced by the affixing, application or installation of any material that:

(A) Has a visible light transmittance of less than thirty-five percent (35%); or

(B) With the exception of the manufacturer's standard installed shade band, reduces the visible light transmittance in the windshield below seventy percent (70%).

(2) The owner of any vehicle in question has the burden of proof that the motor vehicle is in compliance with this section.

(3)

(A) The restrictions of this subsection (a) do not apply to any of the following motor vehicles:

(i) Any motor vehicle model permitted by federal regulations to be equipped with certain windows tinted so as not to conform to the specifications of subdivision (a)(1)(A) with respect to those certain windows;

(ii) Any motor vehicle bearing commercial license plates or government service license plates that are used for law enforcement purposes, for those windows

rearward of the front doors;

(iii) Any motor vehicle that is registered in another state and meets the requirements of the state of registration; and

(iv) Any motor vehicle owned or leased by private investigators or investigations companies licensed pursuant to title 62, chapter 26.

(B) This subdivision (a)(3) shall not be construed in any way to exempt the front door windows of any motor vehicle of any kind from the specifications of subdivision (a)(1)(A).

(b) This section shall not apply in any instance where a person has obtained and can provide proof of the necessary certification or authorization from the commissioner of the department of safety that the person has a medical condition that requires reduction of light transmission in the windows of the person's vehicle in excess of the standards established in subsection (a).

(c) It is a violation of this Chapter for the operator of a motor vehicle to refuse to submit to the field comparison test when directed to do so by a full-time, police officer, or for any person to otherwise violate any provisions of this section.

State law reference-Similar provisions TCA § 55-9-107

SECTION V. That Section 98-414 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding the following:

Sec. 98-414 Change of address.

Whenever any person after applying for or receiving a license moves from the address named in the application or license, or when the name of a licensee is changed for any reason, the person shall within ten (10) days thereafter notify the department of the change or changes

State law reference-Similar provisions TCA § 55-50-333

SECTION VI. That Section 98-418 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding the following:

Sec. 98-418 License to be carried and exhibited on demand.

Any person who has been issued a driver license pursuant to Tenn. Code Ann. § 55-50-301 shall have the licensee's license in immediate possession at all times when operating a motor vehicle and shall display it upon demand of any city police officer, except that where the licensee has previously deposited the license with the officer or court demanding bail, and has received a receipt from the officer or the court, the receipt is to serve as a substitute for the license until the specified date for court appearance of licensee or the license is otherwise returned to the licensee by the officer or court accepting the license for deposit.

State law reference-Similar provisions TCA § 55-50-351

SECTION VII. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Budget Adjustment Ordinance for Various Funds in FY22

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *RM*

Action Form No.: AF-265-2021
 Work Session: September 7, 2021
 First Reading: September 7, 2021

Final Adoption: September 28, 2021
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The General Fund budget is being amended by accepting the Governor's Grant from the State of Tennessee Department of Finance and Administration in the amount of \$607,194.00 and by transferring \$4,000.00 from the To MPO line (110-4804-481.70-52) to the Future Appropriations line (110-4890-901.60-01).

The General Projects-Special Revenue Fund budget is being amended by closing the Police Radio License project (NC2115) and transferring the remaining budget to the Police Training/Equipment project (NC2204).

The MPO Fund budget is being amended to correct the General Fund transfer needed to match the intended state matching funds from the State of Tennessee. The total doesn't change.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND
BUDGETS FOR THE YEAR ENDING JUNE 30, 2022;
AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That the General Fund budget be increased by appropriating a direct appropriation grant from the State of Tennessee Department of Finance and Administration in the amount of \$607,194 and by transferring \$4,000 from the To MPO line (110-4804-481.70-52) to the Future Appropriations line (110-4890-901.60-01).

SECTION II. That the General Project-Special Revenue Fund budget be amended by transferring \$132,000 from the Police Radio License project (NC2115) to the Police Training/Equipment project (NC2204). Close NC2115.

SECTION III. That the MPO Fund budget be amended by transferring \$4,000 from the From General Fund line (122-0000-391.01-00) to the TN FHWA 80% line (122-0000-337.52-10) in the amount of \$2,000 and to the TN Section 5303 80% line (122-0000-337.90-10) in the amount of \$2,000.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Fund 110: General Fund</u>			
<u>Revenues:</u>	\$	\$	\$
110-0000-332.57-00 State Revenue Direct Appr	0	607,194	607,194
Total:	0	607,194	607,194
<u>Expenditures:</u>	\$	\$	\$
110-4804-481.70-52 To MPO Fund	67,713	(4,000)	63,713
110-4810-481.20-99 Miscellaneous	0	607,194	607,194
110-4890-901.60-01 Future Appropriations	35,852	4,000	39,852
Total:	103,565	607,194	710,759

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Fund 111: Gen Project-Special Revenue Fund</u>			
<u>Police Radio License (NC2115)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	132,000	(132,000)	0
Total:	132,000	(132,000)	
<u>Expenditures:</u>			
111-0000-601.20-55 Repairs/Maintenance	132,000	(132,000)	0
Total:	132,000	(132,000)	0

Police Training/Equipment (NC2204)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	132,000	132,000
Total:	0	132,000	132,000

Expenditures:

111-0000-601.90-04 Equipment

	0	132,000	132,000
Total:	0	132,000	132,000

Account Number/Description:**Fund 122: MPO Fund****Revenues:**

122-0000-332.66-20 VA FHWA 10%
 122-0000-332.79-10 TN Section 5303 10%
 122-0000-332.79-20 VA Section 5303 10%
 122-0000-332.90-95 CPG 5% State Funding
 122-0000-337.52-10 TN FHWA 80%
 122-0000-337.52-12 VA FHWA 80%
 122-0000-337.52-25 VA FHWA 100%
 122-0000-337.90-10 TN Section 5303 80%
 122-0000-337.90-20 VA Section 5303 80%
 122-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	501	0	501
	3,000	0	3,000
	524	0	524
	17,730	0	17,730
	281,672	2,000	283,672
	4,008	0	4,008
	4,750	0	4,750
	46,000	2,000	48,000
	4,195	0	4,195
	67,713	(4,000)	63,713
Total:	430,093	0	430,093

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

 PATRICK W. SHULL, Mayor

ATTEST:

 ANGELA MARSHALL
 Deputy City Recorder

APPROVED AS TO FORM:

 J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Budget Adjustment Ordinance for the Health Insurance Fund in FY21

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-256-2021
 Work Session: August 16, 2021
 First Reading: August 17, 2021

Final Adoption: **September 7, 2021**
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The Health Insurance Fund is being increased by adjusting various line item budgets to actual and allocating \$500,381 from Fund Balance reserve to increase the Insurance Claims expense line by \$1,458,248 to cover expenditures.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO INCREASE THE HEALTH INSURANCE
FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30,
2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Health Insurance Fund be amended by increasing the revenue budget by adjusting various line item budgets to actual and allocating \$500,381 from Fund Balance reserve for a total revenue budget increase of \$1,458,248 and increasing the Insurance Claims expense line by \$1,458,248 to cover expenditures.

Fund 625: Health Insurance Fund

	Budget	Increase (Decrease)	Amended Budget
<u>Revenues:</u>	\$	\$	\$
625-0000-361.10-00 Earning on Investments	0	7,700	7,700
625-0000-363.10-35 City Employees Health-JD	6,174,700	46,532	6,221,232
625-0000-363.10-39 Retirement Health Savings	250,000	332	250,332
625-0000-363.20-14 City Employees Health-JD	2,502,700	(232,033)	2,270,667
625-0000-363.20-43 COBRA Payments	24,000	(6,918)	17,082
625-0000-367.72-35 Stop Loss Refunds	0	753,926	753,926
625-0000-368.72-37 Prescription Refunds	386,300	388,328	774,628
625-0000-392.01-00 Fund Balance Appropriation	48	500,381	500,429
Totals	9,337,748	1,458,248	10,795,996

	Budget	Increase (Decrease)	Amended Budget
<u>Expenditures:</u>	\$	\$	\$
625-1704-413.51-00 Insurance Claims	7,117,773	1,458,248	8,576,021
Totals	7,117,773	1,458,248	8,576,021

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Budget Adjustment Ordinance for the Fleet Maintenance Fund in FY22

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-257-2021
 Work Session: August 16, 2021
 First Reading: August 17, 2021

Final Adoption: September 7, 2021
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The Fleet Maintenance Fund is being increased by allocating \$302,192 from Fund Balance reserve to increase the Replacement Vehicles expense line by \$302,192 to cover increase in expenditures.

\$15,000 – Bunker Rake Replacement (new)

\$10,000 – 4x4 Tractor with Side Mount rotary mower (rejected July 6, 2021)

\$277,192 – Purchase of D6 Bulldozer (currently being rented)

\$302,192 Total

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO INCREASE THE FLEET MAINTENANCE
FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30,
2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Health Insurance Fund be amended by increasing the Fund Balance reserve allocation by \$302,192 and increasing the Replacement Vehicles expense line by \$302,192 to cover increased expenditures.

Fund 511: Fleet Maintenance Fund

	Budget	Increase (Decrease)	Amended Budget
<u>Revenues:</u>	\$	\$	\$
511-0000-392.01-00 Fund Balance Appropriation	6,628,487	302,192	6,930,679
Totals	6,628,487	302,192	6,930,679

	Budget	Increase (Decrease)	Amended Budget
<u>Expenditures:</u>	\$	\$	\$
511-5008-501.90-10 Replacement Vehicles	5,513,907	302,192	5,816,099
Totals	5,513,907	302,192	5,816,099

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Purchase Two (2) Ford Ranger 4x4 SuperCab XLT & Two (2) Ford F350 XL 4WD from the Tennessee State Contract

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-246-2021
 Work Session: September 7, 2021
 First Reading: N/A

Final Adoption: September 7, 2021
 Staff Work By: Committee
 Presentation By: R. McReynolds
 S. Leonard

Recommendation:

Approve the Resolution

Executive Summary:

It is the recommendation of the committee to purchase Two (2) Ford Ranger 4x4 SuperCab XLT and Two (2) Ford F350 XL 4WD from Lonnie Cobb Ford on the Tennessee State Contract # 64473 for use by Building & Code Enforcement, Building Maintenance, and Landfill. The Tennessee State Contract for vehicles are available for local government agencies to use. The pricing is divided by regions and Sullivan County is in region 1. The delivery from the dealership to the agency is included in the price.

<u>\$27,572.00</u>	Unit Cost 2 Ford Rangers	<u>\$30,393.00</u>	Unit Cost 2 Ford F350
\$55,144.00	Total Purchase Price	\$60,786.00	Total Purchase Price

Please see the attached recommendation memo for additional information & State Contract information.

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo w /photo
3. Tennessee State Contract
4. Quote

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Oltman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR TWO FORD RANGER 4X4 SUPER CAB XLT TRUCKS AND TWO FORD F350XL 4WD FROM LONNIE COBB FORD PURSUANT TO TENNESSEE EDISON CONTRACT No. 64473

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1201, the city would like to purchase two (2) Ford Ranger 4x4 SuperCab XLT trucks and two (2) Ford F350 XL 4WD trucks from Lonnie Cobb Ford pursuant to Tennessee Edison Contract No. 64473 for use by Building and Code Enforcement, Building Maintenance, and the landfill; and

WHEREAS, the Tennessee State Contract for vehicles is available for local government agencies to use, and the pricing is divided by regions Sullivan County being in Region 1.

WHEREAS, the unit cost for the Ford Rangers are \$27,572.00 and the total purchase price is \$55,144.00 which includes the cost of both units as well as delivery from the dealership to the city; and

WHEREAS, the unit cost for the Ford F350 XL 4WD trucks are \$30,393.00 and the total purchase price is \$60,786.00 which includes the cost of both units as well as delivery from the dealership to the city; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the purchase of two (2) Ford Ranger 4x4 SuperCab XLT trucks from Lonnie Cobb Ford pursuant to Tennessee Edison Contract No. 64473 for Region 1 is approved and the city manager is authorized to execute a purchase order for same.

SECTION II. That the purchase of two (2) Ford F350 XL 4WD trucks from Lonnie Cobb Ford pursuant to Tennessee Edison Contract No. 64473 for Region 1 is approved and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 17th day of August, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



FLEET MAINTENANCE
City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: July 29, 2021
Re: Fleet Replacement of 1611 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacements of Building and Codes unit #'s 1826 and 1958 utilizing State Contract pricing of \$27,572.00 each. The units bid and awarded by the State of Tennessee meet the expectations of the departments and will fulfill the requirements of their operational needs. The State of Tennessee Contract # 0000000000000000000064473 allows a municipality to purchase off of the State Contract pricing. A copy of the State Contract is attached.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	Ranger 4x4 SuperCab XLT	Lonnie Cobb Ford	20 City/ 24 Hwy

These units will be a Fleet Replacements

The units listed below will be replaced and the trade in units will be disposed of utilizing the current approved City process.

The State offerings were reviewed by, Keith Bruner, and is in agreement with this recommendation.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement units are similar to the current units being operated.

State Contract Number 64473

Replacements

1826 2004 Ford Ranger SuperCab -----Mileage 94,398

1958 2011 Ford Ranger 4x4-----Mileage 109,801

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.





FLEET MAINTENANCE DEPARTMENT
City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: August 6, 2021
Re: Fleet Replacement of 1587 & 2029 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacements of Building Maintenance unit # 1587 and Landfill unit #2029 utilizing State Contract pricing of \$30,393.00 each. The units bid and awarded by the State of Tennessee meet the expectations of the departments and will fulfill the requirements of their operational needs. The State of Tennessee Contract# 64473 allows a municipality to purchase off of the State Contract pricing. A copy of the State Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	Ford F-350 XL 4WD Reg Cab	Lonnie Cobb Ford	11 City/16 Hwy

These units will be a Fleet Replacements

The units listed below will be replaced and the trade in units will be disposed of utilizing the current approved City process.

The State offerings were reviewed by, Tim Elsea and Randy Salyer, and is in agreement with this recommendation.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement units are similar to the current units being operated.

State Contract Number 64473

Replacements

1587	2003 GMC Sierra 4WD w/liftgate	Mileage	90,472
2029	2012 Ford F-350 4WD	Mileage	55,203

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.





**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Lonnie Cobb Ford LLC
1618 Highway 45 N
Henderson, TN 38340

Vendor ID: 0000146108

Contract Number: 0000000000000000000064473

Title: SWC# 209 - Vehicles

Start Date : October 7, 2019 End Date: September 30, 2021
Options to Renew: 0

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

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- 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).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Ford, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 7

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

APPROVED:

CHIEF PROCUREMENT OFFICER

Michael E. Perry

Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief
Procurement Officer,
ou=Department of General
Services,
email=mike.perry@tn.gov, c=US
Date: 2019.10.01 08:53:38 -05'00'

BY:

Mike Neely

PURCHASING AGENT

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CFO,
ou=Department of General Services, c=US
Date: 2019.10.01 08:54:54 -05'00'

DATE



Prepared by: STEVEN BLACKSTOCK

07/26/2021

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2021 Ranger 4x4 SuperCab 6' box 126.8" WB XLT (R1F)

Price Level: 125

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$32,820.00
Options	\$495.00
Colors	\$0.00
Upfitting	\$745.00
Fleet Discount	\$0.00
Destination Charge	\$1,195.00
Subtotal	\$35,255.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$7,683.00
Total		\$27,572.00

Customer Signature

Acceptance Date



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Lonnie Cobb Ford LLC
1618 Highway 45 N
Henderson, TN 38340

Vendor ID: 0000146108

Contract Number: 0000000000000000000064473

Title: SWC# 209 - Vehicles

Start Date : October 7, 2019 End Date: September 30, 2021
Options to Renew: 0

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

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- 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).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Ford, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 7

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

APPROVED:

CHIEF PROCUREMENT OFFICER

Michael E. Perry

Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief
Procurement Officer,
ou=Department of General
Services,
email=mike.perry@stn.gov, c=US
Date: 2019.10.01 08:53:38 -05'00'

BY:

Mike Neely

PURCHASING AGENT

Digitally signed by Mike Neely
DN: cn=Mike Neely, ou=TRCPD, ou=CPD,
email=mike.neely@stn.gov, c=US
Date: 2019.10.01 08:08:38 -05'00'

DATE



Prepared by: STEVEN BLACKSTOCK

07/28/2021

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2022 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 230

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$39,265.00
Options	\$1,405.00
Colors	\$0.00
Upfitting	\$1,395.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
Subtotal	\$43,760.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$13,367.00
Total		\$30,393.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



AGENDA ACTION FORM

Award Purchase for One (1) New Holland Tractor Utilizing Sourcewell Cooperative Purchasing Agreement

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-250-2021
 Work Session: September 7, 2021
 First Reading: N/A

Final Adoption: September 7, 2021
 Staff Work By: Committee
 Presentation By: R. McReynolds/
 S. Leonard

Recommendation:

Approve the Resolution

Executive Summary:

It is the recommendation of the committee to purchase One (1) New Holland Powerstar 90 Tractor from Chattanooga Tractor & Equipment utilizing Sourcewell Cooperative Purchasing Agreement #110719 for use by Public Works Grounds Maintenance Department. The delivery from the dealership to the agency is included in the price of \$84,802.00.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Please see the attached recommendation memo for additional information & Sourcewell Cooperative Contract.

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo
3. Quote
4. Sourcewell Cooperative Contract

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *2021*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A PURCHASE ORDER TO SOURCEWELL COOPERATIVE
PURCHASING FOR ONE NEW HOLLAND TRACTOR

WHEREAS, staff recommends the purchase of one (1) New Holland Powerstar 90 Tractor from Chattanooga Tractor & Equipment utilizing Sourcewell Cooperative Purchasing Agreement #110719 for use by Public Works Grounds Maintenance Department; and

WHEREAS, the city participates in the Sourcewell Cooperative Purchasing Contract; and

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of equipment; and

WHEREAS, Sourcewell Cooperative Purchasing has a vendor account with Chattanooga Tractor & Equipment; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Chattanooga Tractor & Equipment, in the amount of \$84,802.00; and

WHEREAS, funding for this equipment is available in account number 51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Chattanooga Tractor & Equipment, for the purchase recommends one (1) New Holland Powerstar 90 Tractor for the Public Works and Grounds Maintenance Departments in the amount of \$84,802.00.

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

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: August 6, 2021
Re: Fleet Replacement of 1065 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of Grounds Maintenance unit # 1095 utilizing the Sourcewell Cooperative pricing of \$84,802.00. The unit bid and awarded by Sourcewell meet the expectations of the department and will fulfill the requirements of their operational needs. The Sourcewell Cooperative Contract # 110719 allows a municipality to purchase off of the cooperative pricing. A copy of the Sourcewell Cooperative Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	New Holland 4WD Tractor	Chattanooga Tractor	N/A

These units will be a Fleet Replacements

The unit listed below will be replaced and the trade in unit will be disposed of utilizing the current approved City process.

The Sourcewell offerings were reviewed by, Tim Elsea and Lewis Bausell, and they are in agreement with this recommendation.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement units are similar to the current unit being operated.

Sourcewell Contract Number: 110719

Replacement

1095 1992 FORD 3930 2WD TRACTOR Hours 1,862

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

**Chattanooga Tractor & Equipment**

2034 E. Polymer Drive

Chattanooga, TN 37421

Phone: 423.892.5725

Fax: 423.899.2262

Ship To: IN STORE PICKUP

Invoice To: CITY OF KINGSFORT
225 W. CENTER ST.
KINGSFORT TN 37660

Branch 01 - Chattanooga		
Date 08/10/2021	Time 16:16:40 (O)	Page 1
Account No KINGS004	Phone No	Est No 07 Q02727
Ship Via		Purchase Order
Tax ID No		
Nick Topping		Salesperson 450

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 09/30/2021 Amount

Stock #: ? Serial #: 84802.00

Hours: 0

SOURCEWELL CONTRACT PURCHASE 110719

*Kingsport Sourcewell member id: 29779

NEW HOLLAND POWERSTAR 90 TRACTOR WITH 4X4 FRONT AXLE,
ENCLOSED CABIN WITH HVAC AND ALL OTHER STANDARD EQUIPMENT.

TIGER TSR60 SIDE ROTARY MOWER WITH STUMP JUMPER, 2 SPOOL

CONTROL VALVE, OIL COOLER, CHAIN GUARDS, PASSENGER SIDE

POLYCARBONATE SAFTER SCREEN AND ALL OTHER

STANDARD EQUIPMENT.

Sale # 01 Subtotal: 84802.00

TOTAL: 84802.00

Subtotal: 84802.00

Quote Total: 84802.00

Authorization: _____

Thank You For Your Business!

**Solicitation Number: RFP#110719****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CNH Industrial America LLC**, 700 State Street, Racine, WI 53404 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 1/2/2020 | 11:37 AM CST

CNH Industrial America LLC

DocuSigned by:
By: Clinton Jenkins
06E1B885F5184A3...
Clinton Jenkins
Title: Strategic Accounts Manager, North
America
Date: 1/2/2020 | 9:55 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/2/2020 | 11:51 AM CST

RFP 110719 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name: CNH Industrial America LLC
Address: 700 State Street
Racine, WI 53404
Contact: Clint Jenkins
Email: Clinton.jenkins@caseih.com
Phone: 937-218-1701
Fax: 877-764-1369
HST#: 760433811

Submission Details

Created On: Monday September 23, 2019 09:05:28
Submitted On: Thursday November 07, 2019 14:34:33
Submitted By: Clint Jenkins
Email: Clinton.jenkins@caseih.com
Transaction #: 4b43493d-f19b-4219-bf25-a2aa1b7baa73
Submitter's IP Address: 159.61.192.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CNH Industrial America LLC
2	Proposer Address:	700 State Street Racine, WI 53404
3	Proposer website address:	www.cnhi.com www.caseih.com www.newholland.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Clinton Jenkins Strategic Accounts Manager. North America Clinton.jenkins@caseih.com 2610 Harmony Court Winona Lake, IN 46590 937-218-1701
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Clinton Jenkins Strategic Accounts Manager North America Clinton.jenkins@caseih.com 2610 Harmony Court Winona Lake, IN 46590 937-218-1701
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Swett Government and Fleet Sales Account Manager 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-355-1686

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>CNH Industrial is a global leader in capital goods that implements design, manufacturing, distribution, commercial and financial activities in international markets. We employ more than 64,000 people in 66 manufacturing plants and 54 research and development centers in 180 countries. Our global presence and broad reach mean that we can capitalize on opportunities for growth and pursue our ambition to become a leader in our sectors.</p> <p>Through our 12 brands we make the vehicles that keep agriculture and industry growing. From tractors and combines to trucks and buses, as well as powertrain solutions for on-road and off-road and marine vehicles, we design, produce and sell machines for work.</p> <p>Prior to CNH Industrial evolving, New Holland and Case IH were separate companies. In 1991 Fiat purchased an 80 percent interest in Ford New Holland and merged it with FiatGeotech to create a huge new industrial equipment entity dubbed N.H. Geotech--though its North American operation kept the name Ford New Holland. The new international behemoth, headquartered in London, instantly became the world's largest producer of tractors and haying equipment, the second largest producer of combines, and one of the largest producers of diesel engines. N.H. Geotech changed its name to New Holland N.V. in January 1993, although the company's North American operation stuck with the Ford New Holland moniker for two more years. In 1999 Fiat Group acquires Case Corporation and merges it with New Holland to create CNH Global, a world leader in farm machinery and construction equipment. In 2013 we became CNH Industrial.</p> <p>Case IH's robust history began in 1842 when Jerome Increase Case founded the Racine Threshing Machine Works in Racine, Wisconsin (our current headquarters). Shortly thereafter, in Chicago, Cyrus McCormick founded the McCormick Harvesting Machine Company which will later become International Harvester. In 1902 J.P. Morgan brokered the merger of the McCormick, Deering, and three smaller brands into the International Harvester Company. Throughout the next several decades, Case and International Harvester (IH) continued to lead the market with products such as the Farmall series of tractors. Millions of Farmalls were sold, cementing IH as an agricultural icon, not just in North America, but globally.</p> <p>The mid to late 1900s both companies experienced mergers and acquisitions. The most relevant took place in 1985 when Case and IH merged to form Case IH. New products were introduced after the merge. Steiger corporation was purchased, handing the new company a unique and well known four wheel drive lineup. Two longstanding tractor lines were created- the Magnum and Maxxum tractors. As the 1900's were coming to an end, Case IH celebrated its 150th anniversary. In 1995 Case IH once again advanced agriculture by bring AFS (Advanced Farming Systems) to the market. AFS was the first platform to use satellites to log and track data in real time in an agricultural application.</p> <p>New Holland's roots can be traced back to 1895, when handyman Abe Zimmerman made his first feed mill at his New Holland, Pennsylvania repair shop. He called his operation the New Holland Machine Company and incorporated it in 1903.</p>

Meanwhile, across the Atlantic, Italian auto maker Fiat was developing a tractor of its own. That company's efforts resulted in the development of the 702, Fiat's first mass produced tractor, which hit the market in 1919.

Approx. 1940, New Holland was purchased by a group of four investors who introducing the world's first successful automatic pick-up, self-tying hay baler. The baler was invented by Ed Nolt and was an instant hit among farmers. New Holland has continued to manufacture updated baler models ever since.

In 1947 New Holland Machine Company was acquired by electronics specialist Sperry Corporation, creating the subsidiary Sperry New Holland. In 1952 Claey's unveiled the first European self-propelled combine harvester, becoming one of the biggest combine manufacturers in Europe by the early 1960s. Sperry New Holland bought a major interest in Claey's in 1964. New Holland would go on to revolutionize harvesting equipment in 1974 with the introduction of the world's first twin rotor combine.

In 1974 Fiat Macchine Movimento Terra launched a joint venture with American manufacturer Allis Chalmers Corporation, called Fiat-Allis. Fiat finally gained entry into the North American market in 1977, with the acquisition of Hesston, a Kansas-based manufacturer of hay and forage machinery.

Ford was also becoming a global force in agricultural equipment. By 1985 Ford Tractor had 9,000 employees and 5,000 dealers, with about one third of each located in the United States.

In 1986 Ford purchased Sperry New Holland and merged it with its Ford Tractor Operations to create a new company, Ford New Holland, Inc. By this time New Holland had grown to become one of the best performing companies in the farm equipment business, with 2,500 dealers and more than 9,000 employees of its own, working in 100 different countries. Within months of this merger, Ford New Holland added the agricultural division of Versatile Farm and Equipment Co., an agricultural equipment manufacturer that had been founded in Canada in 1947. The combination of Ford's tractors, New Holland's harvesters, and Versatile's large four-wheel-drive machines created a company that produced a wide spectrum of agricultural equipment.

By 1990 Ford New Holland had 17,000 employees, revenue of \$2.8 billion, and plants in the United States, Canada, Belgium, England, and Brazil, plus joint ventures in India, Pakistan, Japan, Mexico, and Venezuela.

In 1994 New Holland reported net income of \$355 million on sales of \$4.7 billion. Fiat eventually acquired the other 20 percent of New Holland previously owned by Ford, and in 1995, the 100th anniversary of the New Holland brand name, Ford New Holland was rechristened New Holland North America.

Operating as a wholly owned subsidiary of Fiat, New Holland brought in just more than \$5 billion in sales in 1995. By this time, the company-controlled 21 percent of the world market for agricultural tractors, 17 percent of the world market for combines, 42 percent of the market for forage harvesters, and significant shares of the world markets for just about every other category of agricultural or construction equipment.

By 1996 New Holland was selling about 280 different products in 130 countries around the world. Globally, 5,600 dealers were selling the company's agricultural equipment and 250 selling construction machinery.

For more information on the robust history of CNH Industrial and its brands, please refer to the below following link. https://www.cnhindustrial.com/en-us/know_us/who_we_are/Pages/our_history.aspx

8

Provide a detailed description of the products and services that you are offering in your proposal.

CNH Industrial's two agricultural companies, Case IH and New Holland, will provide comprehensive solutions for the Sourcewell members in North America with our manufactured products. CNHi also partners with industry leaders whose attachments compliments our products which allows an offering of a broader range of solutions to the members. Our products include tractors from 35 HP to 680 HP. The Case IH Steiger Quadtrac, 680 HP is the world's largest, fuel efficient, and most powerful tractor to date. Between our brands, our horsepower range allows us to service the needs of any member. Our implements and attachments solutions are tillage, planting, hay and forage, harvesting, sprayers, mowers, blades, box scrapers, brooms, snowblowers, loaders and backhoes.

For members who are on a limited budget dealers can offer rental and demo equipment that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty (if unit has over 250 hours). The customer will receive the member list discount and demo/lease adjustment based on Rent for sale program rates less any service or clean up fees dealer would have incurred. These programs are attached for your review.

Our vast network of CNHi dealers (1,496) will provide local product technical support at the dealership or out on the road to the members along with providing the start-up and operations training compliant with OSHA regulations, which the members need in order to get the maximum performance and maximum efficiencies out of their CNHi products.

Our support doesn't stop there, our dealer network is stocked with OEM parts to support the member and to ensure their equipment gets the maximum amount of run time.

Our financial services to the members include leasing options and extended warranties which are handled directly at the local dealer with the members.

9	What are your company's expectations in the event of an award?	If CNHi is awarded the Sourcewell contract, we expect to achieve an overall sales growth of 10% in the first year and a minimum growth of 5% per year in the remaining contract years. We recognize our North American growth has not been as we expected, and we are making changes to get our growth back to the level we expect. CNHi announced in September 2019 an initiative "Transform to Win," which puts us on a path of strengthening our position in the marketplace. We are developing a new training and Sourcewell onboarding plan with Government Solutions Team, which requires our target dealers to be trained or re-trained and new dealers to be trained within their first 60 days. GST will be expanding their training to include additional web trainings, beyond the initial training and ride-a-longs to help educate the sales teams and the customers. Sourcewell marketing material is being distributed upon training for use with customers and at shows and events with our brands. Additional emphasis will go into getting our dealers to attend the GTKU's and Universities in order to round out their knowledge of the contract and how to use it to drive the need to the contract. We are also going to target and engage with the government entities to get our Sourcewell contract adopted versus these entities having their own contract.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	CNH Industrial 2017 full year resulted in a net revenue of \$28 billion and a trading profit of approximately \$1440 million, with a trading margin of 5.1% and net income of \$477 million. This year our consolidated revenues grew by 10%, net revenues of Industrial Activities by 11%, and our trading profit by 15% relative to the prior years while reducing our net industrial debt by 46%. Please find attached *2018 CNH Industrial ANNUAL REPORT *2018 U.S. GAAP ANNUAL REPORT *2017 CNH Industrial ANNUAL REPORT
11	What is your US market share for the solutions that you are proposing?	21.5% US
12	What is your Canadian market share, if any?	25% Canada
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Not applicable b) CNH Industrial is the manufacturer of the equipment offered in this proposal. Our sales and service force is provided through our network of 1496 North American dealers. Though our dealer network, we are positioned to provide North America support for customers for the sale of new units as well as the important post sale support that our parts and service personnel provide. Dealerships are independently owned and operated. CNH Industrial imposes strict contract regulations and standards (Pinnacle), to hold dealers accountable for all interactions a customer has. This includes sales, service, parts, marketing and operations.

15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>CNH Industrial has a focus on quality products, sustainability, and human resources. CNH Industrial does not just hold itself to these standards, but also its suppliers. As a result of ever-increasing customer demands and the level of excellence required by WCM, the focus is on the quality of every aspect of the manufacturing process, which has also led plants to adopt a quality management system compliant with ISO 9001. As at December 31, 2014, there were 57 CNH Industrial ISO 9001 certified plants, equal to 96.5% of revenues from sales of products manufactured at CNH Industrial's plants. The plants are held to a high standard of quality and the safety of CNH Industrial employees are held even higher. Every manufacturing plant has an Environment, Health and Safety (EHS) unit, responsible for dealing with occupational health and safety issues, as well as for providing specialized technical assistance to production managers and to those in charge of all other Company processes. Plant EHS units are coordinated by Regional EHS units, which ensure adherence to the Health and Safety Policy and compliance with all applicable regulations. In addition, Regional EHS units provide specialized assistance for all Company processes that impact safety. The Governance and Sustainability Committee, a subcommittee of the Board of Directors, is informed of the health and safety results published in the Sustainability Report, and makes comments where appropriate.</p> <p>Individual health and safety targets were included in the Performance and Leadership Management system (see also page 31) of both plant managers and of most of the managers responsible for the projects indicated in the 2014 Sustainability Plan.</p> <p>The certification of occupational health and safety management systems as per the OHSAS 18001 international standard covers 54 CNH Industrial manufacturing plants worldwide, and almost 47.8 thousand people.</p> <p>Certifications are awarded by accredited international bodies that are themselves continuously and rigorously monitored by international organizations, such as Accredia and SAS, to ensure and certify their high levels of reliability and operational and procedural standards.</p> <p>In 2014, the occupational health and safety management systems at some non-manufacturing sites were OHSAS 18001 certified, accounting for about 2,200 people at eight different sites and locations. A total of 62 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now OHSAS 18001 compliant, covering almost fifty thousand people. In 2014, OHSAS 18001 certification was extended to all joint venture plants in which CNH Industrial has at least a 50% interest.</p> <p>CNH Industrial also hold its suppliers to a high standard in regard to both human resources and sustainability. Please see the attached files for CNH Industrial's Sustainability Plan and Supplier Code of Conduct for more information.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Not applicable</p>

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Case IH Products:</p> <p>Farmall series 30 - 130 HP compact and utility tractors-</p> <p>Maxxum series 116 HP- 145 HP tractors</p> <p>Puma series 150 HP - 240 HP tractors</p> <p>Optum series 271 HP - 300 HP tractors</p> <p>Magnum series 180 HP - 380 HP tractors</p> <p>Steiger series 370 HP - 620 HP articulated tractors</p> <p>Early Riser 1200 and 2100 series planters</p> <p>Precision Disc air drills</p> <p>Flex Hoe air drills</p> <p>Precision Air carts</p> <p>Patriot series sprayers</p> <p>Miller series sprayers</p> <p>Titan floater applicators</p> <p>Nutri-Placer application bars</p> <p>Trident combination applicator (liquid/dry)</p> <p>Axial Flow combines</p> <p>Combine heads (all crops)</p> <p>Module Express cotton pickers</p> <p>Sugar Cane harvesters</p> <p>Tillage: discs, cultivators, rippers, vertical, strip, in-line, chisel plows.</p> <p>Windrowers with heads</p> <p>Hay mowers and conditioners</p> <p>Balers (large square, small square and round)</p> <p>Forage harvesters</p> <p>Forage Blowers</p> <p>Wheel rakes</p> <p>Mergers</p> <p>Loaders</p> <p>Attachments (box graders, lawn mowers, backhoes, snow blowers, roto-tillers)</p> <p>Skid steer loaders</p> <p>Compact track loaders</p> <p>Financial services provided by CNHi Capital (leasing/financing)</p> <p>On sight service</p> <p>Safety training</p> <p>Telematics are offered on most larger tractor models. This offering can help managers understand their equipment to higher level. Managers can monitor where units are, how much idle time has occurred, when service is needed, fuel usage and run diagnostics on the unit with the supporting dealer.</p> <p>New Holland Products:</p> <p>PTO HP</p> <p>Compact Tractors 28 HP to 36 HP</p> <p>Workmaster Tractors 17 HP to 60 HP</p> <p>Powerstar Tractors 50 HP to 100 HP</p> <p>T5 Series Tractors 73 HP to 100 HP</p> <p>T6 Series Tractors 95 HP to 125 HP</p> <p>TS6 Series Tractors 90 HP to 115 HP</p> <p>T7 Series Tractors 110 HP to 210 HP</p> <p>T8 Series Tractors 205 HP to 315 HP</p> <p>T9 Series Tractors 370 HP to 620</p> <p>Telehandlers 119 HP</p> <p>Loaders and Implements for tractors</p> <p>Major and Supporting Hay products</p> <p>Self Propelled Forage Harvester</p> <p>PullType Forage</p> <p>Combine and Heads</p> <p>Seeding</p> <p>Sprayers</p> <p>Material Handling</p> <p>Skid Steer Loaders</p> <p>Compact Track Loaders</p>
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Organization Year Award Product</p> <p>https://www.asabe.org/AE50</p> <p>AE50 2019 Outstanding Innovation Precision Disk 500DS</p> <p>AE50 2019 Outstanding Innovation AFS Soil Command</p> <p>AE50 2019 Outstanding Innovation New Holland Intelligent Trailer Brake System</p> <p>AE50 2019 Outstanding Innovation Axial- Flow 250 Series Combine</p> <p>AE50 2019 Outstanding Innovation IntelliSense</p> <p>AE50 2018 Outstanding Innovation CVX Drive Steiger/Quadtrac</p> <p>AE50 2018 Outstanding Innovation Custom Steer</p> <p>AE50 2018 Outstanding Innovation Gaudian SP310F Front Boom</p> <p>AE50 2018 Outstanding Innovation IntelliTurn Auto End of Row Turn System</p> <p>AE50 2018 Outstanding Innovation Optispray Plus Residue Management</p> <p>AE50 2018 Outstanding Innovation Dynamic Command Transmission</p> <p>AE50 2018 Outstanding Innovation 2100 Series Split Row Lift System</p> <p>AE50 2018 Outstanding Innovation Nutri-Placer 930 HSLD Fertilizer Applicator</p> <p>AE50 2018 Outstanding Innovation Trident 5550 Liquid/Dry Combination Applicator</p> <p>AE50 2017 Outstanding Innovation 4400 Series Corn Head Stralk Roll Spirals</p> <p>AE50 2017 Outstanding Innovation CX Combine Everest Leveling System</p> <p>AE50 2017 Outstanding Innovation IntelliBale ISOBUS Class 3 Automation Round Baler</p> <p>AE50 2017 Outstanding Innovation SmartTrax Flex Technology CX/CR Combines</p> <p>AE50 2017 Outstanding Innovation T7 Enhanced Engine Brake</p> <p>AE50 2017 Outstanding Innovation Aux. Alterantor Automation Early Riser Planters</p> <p>AE50 2017 Outstanding Innovation Extended Wear Rotor Axial Flow Combines</p> <p>AE50 2017 Outstanding Innovation Rowtrac Carrier System Early Riser Planters</p> <p>AE50 2017 Outstanding Innovation Tiger-Mate 255 Field Cultivator</p> <p>AE50 2016 Outstanding Innovation Axial- Flow 140 Series Combine</p> <p>AE50 2016 Outstanding Innovation Dual Stream Combine Header Attachment</p> <p>AE50 2016 Outstanding Innovation Flexi-Coil P Series Air Cart</p> <p>AE50 2016 Outstanding Innovation IntelliCruis Feed Rate Control Large Square Balers</p> <p>AE50 2016 Outstanding Innovation Modular/Configurable Rice Concave CX Combine</p> <p>AE50 2016 Outstanding Innovation T7.315 Tractor</p> <p>AE50 2016 Outstanding Innovation T7.290 Tractor</p> <p>AE50 2016 Outstanding Innovation Early Riser 2150 Planter</p> <p>AE50 2015 Outstanding Innovation Ecolo-Tiger 875 Disk Ripper</p> <p>AE50 2015 Outstanding Innovation 12.5 Meter 760CG Varifeed Grain Header</p> <p>AE50 2015 Outstanding Innovation Remote Control Actuator CR Combines</p> <p>AE50 2015 Outstanding Innovation QuickMax Disc Cutterbar Quick-Chang Knie System</p> <p>AE50 2015 Outstanding Innovation Triple-Clean Cleaning Shoe Technology CX5/6000 Combine</p> <p>AE50 2015 Outstanding Innovation Flip Up Tall Corn Attachments 4400 Series Corn Heads</p> <p>AE50 2015 Outstanding Innovation Indirect Engine Cooling System 620 Steiger</p> <p>AE50 2015 Outstanding Innovation Intermediate Wing Hinge Precision Disk 500 Drill</p> <p>AE50 2015 Outstanding Innovation Magnum Rowtrac Tractor</p> <p>https://tractoroftheyear.org/</p> <p>Tractor Of the Year Award 2019 Tractor Of the Year Maxxum 145 Active Drive 8</p> <p>Tractor Of the Year Award 2019 Best Design Maxxum 145 Active Drive 8</p> <p>Tractor Of the Year Award 2016 Tractor Of the Year Optum 300 CVX</p> <p>Tractor Of the Year Award 2016 Best Utility T5.120</p> <p>Tractor Of the Year Award 2015 Tractor Of the Year Magnum 380 CVX</p> <p>Tractor Of the Year Award 2015 Best of Specialized T3F Tractor</p> <p>http://ifw-expo.de/exhib/ciame-2019/</p> <p>CIAME 2018 Most Influential Brand NA</p> <p>CIAME 2017 Most Influential Brand NA</p> <p>https://www.wisbusiness.com/2018/cnh-industrial-achieves-wisconsin-green-masters-level-status/</p> <p>Wisconsin Sustainability Award 2018 Green Master Wisconsin Plant</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>~2.5% Case IH</p> <p>4.5 % New Holland</p>
20	What percentage of your sales are to the education sector in the past three years	<p><1% Case IH</p> <p>1% New Holland</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>CIH Sourcewell</p> <p>2016 \$14,352,145</p> <p>2017 \$19,224,408</p> <p>2018 \$17,725,520</p> <p>CIH H-GAC</p> <p>2016 <\$250,000</p> <p>2017 <\$250,000</p> <p>2018 <\$200,000</p> <p>CIH Buy Board (TX)</p> <p>2016 <\$250,000</p> <p>2017 <\$250,000</p>

2018 <\$200,000

CIH Florida Sheriff Assn.

2016 \$0

2017 <\$300,000

2018 <\$550,000

CIH IA State Contract

2016 <\$750,000

2017 <\$1.1M

2018 <\$750,000

MI State Contract

2016 <\$50,000

2017 <\$20,000

2018 <\$50,000

CIH MO State Contract

2016 <\$850,000

2017 <\$200,000

2018 <\$500,000

CIH SC State Contract \$100,000.00

2016 <\$200,000

2017 <\$300,000

2018 <\$300,000

CIH MN State Contract

2016 <\$300,000

2017 ~\$1.5M

2018 ~3.5M

New Holland Contracts

Michigan State

\$857,105 2018

\$766,756 2017

\$177,388 2016

Pennsylvania State

\$1,630,225 2018

\$814,131 2017

\$646,304 2016

Ohio State

\$522,480 2018

\$704,223 2017

\$938,642 2016

Iowa State

\$126,107 2018

\$83,890 2017

\$1,952 2016

Louisiana State AG & CE

\$787,783 2018

\$2,217,469 2017

\$969,113 2016

Oklahoma State AG & CE

\$267,600 2018

\$364,642 2017

\$167,549 2016

North Carolina State

\$74,502 2018

\$40,515 2017

\$- 2016

South Carolina State

\$57,470 2018

\$152,154 2017

\$202,446 2016

Georgia State

\$94,496 2018

\$171,451 2017

\$85,388 2016

Florida State

\$373,706 2018

\$407,945 2017

		\$207,569 2016 Alabama State \$- 2018 \$- 2017 \$181,741 2016 Mississippi State \$415,336 2018 \$483,303 2017 \$135,116 2016 Buy Board AG & CE \$1,714,910 2018 \$2,025,241 2017 \$639,189 2016 HGACBuy AG & CE \$226,015 2018 \$101,263 2017 \$27,389 2016 NASPO ValuePoint _ AG & CE \$916,116 2018 \$1,033,980 2017 \$725,807 2016 Sourcewell AG & CE \$9,804,511 2018 \$13,077,904 2017 \$12,001,257 2016
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Case IH 2016 <\$700,000 2017 ~1.8M 2018 ~2.5M

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *
Kitsap County	Keith Swearingen	360-337-4895
Bonney Lake Public Services	Al Young	253-447-3101
South Stickney Sanitary District	Jason Gustafson	708-424-6030
Niagara Falls City School District	Earl Smeal	716-286-4243

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Cross Keys Leasing - USDA	Government	Virginia - VA	Crop Maintenance/Agriculture use	35	\$3,775,820
ND DOT	Government	North Dakota - ND	Mowing	44	\$3,362,676
Town of Ocean City	Non-Profit	Maryland - MD	Beach clean-up	13	\$3,143,775
Ontario Federation of Snowmobile Clubs	Government	ON - Ontario	Plowing	14	\$1,383,581
Luinenberg Waste Management System Inc.	Non-Profit	Minnesota - MN	Landfill	5	\$1,276,221

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	CNH Industrial's Field sales force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Sales Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user. The Case IH Commercial Sales Team is comprised of 6 Regional Sales Directors, 48 Territory Sales Managers, 15 Sales Support Managers. New Holland Agriculture Field Sales is made up of 6 Region Sales Directors, 45 Territory Business Managers, 5 Dealer Sales Support Specialists, 4 Product Sales Specialty Managers, 26 Marketing, Product, Technical, and Specialty Field Managers. Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel. We have approximately 7,480 dealer sales representatives supporting our products across all market segments.
26	Dealer network or other distribution methods.	Case IH and New Holland Agriculture has a dedicated dealer network comprised of 1496 locations strategically placed across North America. Each one of these locations is fully dedicated and trained to sell and support Case IH and New Holland Agriculture products covered in this RFP. Our independent Dealer network is primarily located in rural North American communities. Many of the principals, their staff and customers hold positions on their local city, village, township, county boards, school boards and positions within their churches, non-profit camps and Fair Boards, and non-profit organization, such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage and train the CNHi dealer network from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently. CNH Industrial supports our authorized dealer networks with 70 professional Field Service Managers. Each CNH Industrial dealership is staffed with parts and service personnel trained to support the products in their sales area of responsibility. The CNHi dealer network supports the continental United States, Hawaii, Alaska and Canada. Dealer service personnel are factory trained as well as have access to "ASIST", a technical database that helps technicians quickly diagnosis product failures through the experience of the CNHi technical advisors and fellow dealers. All core CNHi products are further supported by the Customer Care contact phone numbers Case IH 1- 844-522-7344, New Holland Agriculture 1-888-365-6423.
27	Service force.	CNHi Field service force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our staff and our dealer technicians are required to meet annual service training requirements through our Company provided on-site training, our service schools and our on-line technical training programs. Our Field Service force are fully focused on the service of CNHi through our Dealer Networks to our end user. The Case IH Commercial Service Team is comprised of 6 Regional Service Directors, and 38 Field Service Managers. New Holland Agriculture Field Service is made up of 1 Service Director, 6 After Sales District Managers, and 32 After Sales Business Managers. Each independent CNHi dealer supports its local customer base with its own sales, product support and service personnel. We value their position as the local support to the members and provide them with the tools, training and support to help provide the member with a well-rounded team.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	CNH Industrial has a strong focus on uptime for all applications of our equipment. Uptime is not only the company's focus, but also our dealer networks. Customer service begins with our strong parts depot network. Throughout Canada and the United States, CNH Industrial supports its customers with 11 parts depot that are strategically located for optimum logistical support. Dealers are held to high standards through our Pinnacle parts and service program. CNH Industrial constantly monitors fill rates of parts throughout our network, benchmarking at 98.5% fill as a KPI (Key Performance Indicator). Should a part be unavailable in a reasonable time frame for the task at hand, other resources are deployed. One such resource is BDA (Break Down Assistance). When triggered, BDA escalates the part needed to an "emergency" status. This status allows for the part to be delivered in from anywhere globally, utilizing our 45 non North American depots. Another resource is our ability to supply a "loaner" machine to the customer at no charge, or reduced rates. This ensures that, even if a part is overseas, and the time to fix the unit is not satisfactory for the customer, they will have uninterrupted uptime. CNH Industrial is also beginning a 3D printing of parts to be on the leading edge of technology and deliver best in class experiences for our customer base.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CNH Industrial will service all geographic areas of the United States and Canada.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CNH Industrial will fully service all government, education, not-for-profit and any other eligible entities. No other contracts limit CNH Industrial ability to promote the Sourcewell contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	CNH Industrial will serve the entire U.S. including Hawaii, Alaska and Canada in all market segments. The shipping and delivery expense calculation method will be used for offshore transactions as well as Alaska and Hawaii.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>CNHi will promote the Sourcewell contract to our CNHi Sales Managers, government dealer sales teams of over 2,000, and our customers. Our Sales Managers will attend their dealers training to help promote and work through a process on how to ensure full support at the onset of a potential Sourcewell sale. GST will conduct the training, our CNHi government team is involved as well as our Sourcewell contract manager. We want our dealers to have the vast amount of support and success while being trained on the contract. We also go to Canada and train on the Capital Purchasing Program offered by the Trade division of the Rural Municipality of Alberta (RMA). All training is free to the dealers and goes through our Web University for tracking and awarding the teams for their participation. We work with Sourcewell and RMA to provide marketing materials to the dealers. The marketing materials are also used by the dealers for customer visits, shows and other events where our brands and the contract are being promoted. We plan to develop Sourcewell sales goals within CNHi and the dealers. We are going to add emphasis to getting our sales teams to the GTKU's and Universities. We are going to raise the level of the Sourcewell contract exposure in the dealerships by providing Sourcewell marketing material along with our materials. The Sourcewell contract will have a heavy focus as GST makes sales calls and attends shows and events with our dealers to educate and train our teams and our customers. We have developed pages in our internal dealer portal and process documents outlining the processes in the US and Canada to show our dealers the entire process and how simple it is to use the contract.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>CNH Industrial incorporates several uses of technology, digital data, social media and data to drive market awareness, target prospective sales, train our teams and customers, and perform community outreach. CNH Industrial has dedicated websites for both New Holland and Case IH products and services. These websites allow prospects to build equipment to their specifications, locate dealers and have direct contact information to each brands government representative. Our social media presence spans from Instagram, Facebook, Twitter and LinkedIn. We follow, like and share Sourcewell media along with other industry leaders to promote a full support system to our teams, dealers and the community. These media platforms help keep our brands at the top of the minds of our prospects, current customers and the community.</p> <p>CNH Industrial also utilizes data from Association of Equipment Manufacturers (AEM) on governmental and non-profit sales. This data provides sales activities and allows the company to pinpoint high-density sales areas. The data also allows us to understand our effectiveness in the marketplace in comparison to our top competitors. By analyzing this data, we can shift strategies and continue to focus where we are successful.</p> <p>Another source of data acquisition is from our government bid services. The company invests in these services to gain a competitive advantage and to help us direct opportunities to the Sourcewell contract. The services allow us to see the members future requirements, prior to the requirement hitting the street. By understanding the member's needs, our dealer network can reach out and build relationships and offer the Sourcewell contract as a solution to fulfilling the members bid process.</p> <p>Finally, we conduct training and post videos online to reach a maximum audience within our network to keep our teams "in the know" as quickly as possible. Our first measure of offense is to get information out quickly in order that the members always have the most current information. GST along with our Government Sales Managers work with our teams daily through these trainings, videos and emails to help them understand their market and the opportunities that exist.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>CNHi expects Sourcewell to promote the contract by allowing members to easily locate our contract through the landing pages on the Sourcewell website, through publications, social media, digital media, shows and events. We would also like to see Sourcewell's continued involvement in more state adoptions of the contract in the US and Association adoptions in Canada. Promoting the contract through the GTKU's and Universities, we have realized, is an excellent value Sourcewell provides to the promotion and education efforts. Being able to utilize the contract manager for trainings is of great value as well. Communicating how the contracts are being adopted and by whom is another important role Sourcewell can provide. The annual H2O conference is an excellent networking opportunity for the vendor teams to come together and share lessons learned, wins and best practices and we hope those continue. Our expectation of Sourcewell when members inquire directly is to take the opportunity to thank them and appreciate them and the needs they have, answer any questions the contract manager can answer and provide our contact information to the member. We would like our CA to follow up with an email or call to us on who called, their contact information and what they needed. This allows us to continue the sales process by reaching out to them as this will show the member, they have a team with Sourcewell and CNHi in which they can count on for solutions.</p> <p>We plan to integrate the contract in our renewed training efforts with our North American CNHi and dealer sales teams. We will plan time to discuss our Sourcewell contract at sectional and regional CNH dealer and sales meetings. Our focus is going to be on education, training and more marketing material given out to customers as well as we plan to be more visible to the members in this market segment; government, education and non-profits. We are placing a focus on our business in Canada and working with an industry leader on government mowing attachments which will give us additional products in this market area. We believe we are fully integrated within our ordering process as we have written processes on how to place Sourcewell orders through our dealer and CNHi systems which will be included in the training of the teams.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Not at this time. Our contract is awarded through our dealer level and this places too many variables. We have had conversations with NASPO to see if there is a way to work on an industry standard. Some of the states have already started going to the e-procurement system but with our highly configured products, it is difficult to work within their perimeters. We are willing to work with Sourcewell and the team you have put together to come up with a process for e-procurement. Weather this be through an EDI system or finding a company that has already created a process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>CNH Industrial holds Product Training and Customer Experience Events throughout the year. Any dealer, current customer or potential customer can attend these events.</p> <p>At the corporate training facilities or the servicing dealer level, Operator and Maintenance training can be specifically structured for the customer. The servicing dealer provides base machine operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealer.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>One of CNH Industrials most recent technological advancements resides in the AFS (Advanced Farming System)/Performance Land Management (PLM) platforms. Installing these systems onto the equipment allows for several advantages</p> <ol style="list-style-type: none"> 1) Machine location 2) Machine telematics (idle time, work time, data transmission) 3) Remote diagnostics (software updates etc) 4) Data mapping (fuel, as applied mapping, etc) 5) Self steering <p>Along with AFS/PLM, CNH Industrial products can be equipped with CVT transmissions. This technology allows for infinite ranges of speed including .00001 MPH to top speed. Slow speeds are desirable in mowing applications and many other operations commonly used in the government sector.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>For the last nine years CNH Industrial has received the highest score from Dow Jones Sustainability Indices (DJSI) in the areas of: Environmental Policy & Management System, Operational Eco-Efficiency (environmental dimension) as well as Social Reporting, Human Rights and Human Capital Development (social dimension), Code of Business Conduct and Supply Chain Management (economic dimension). These awards come from CNH Industrials initiatives involving alternative fuel sources such as methane, compressed natural gas (CNG), liquefied natural gas (LNG), and ethanol. Each of these resources reduces machine CO2 emissions. In addition to this, alternative fuels such as methane and ethanol allow operations to become "circular economies". This means what was once seen as waste or by product, is now seen as a renewable energy source.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In addition to the green initiatives listed in section 38, CNH Industrial continues to support conservation efforts with third parties. For almost a decade, the company has supported the National Association of Conservation Districts (NACD). CNH Industrial is the largest donor to the NACD and is the primary sponsor of their annual meeting. The NACD and CNH Industrial's partnership ensures education and activities focus on the sustainability of agriculture through the stewardship for the land and the protection of its quality soil and water, all needed to secure the resources to feed a growing world population with safe food sources. https://www.nacdnet.org/news-and-events/annualmeeting/2019-annual-meeting-auction/</p> <p>All CNH Industrial engines comply with U.S. EPA (EPA emission standards part 1039) and Canadian regulations.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>CNHi is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises. One of our GSA contract holders, Federal Contract Corp, is a Certified HUBZone Vendor, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business and SBA Certified Small Business, https://federalcontractscorp.com/about/</p> <p>Monroe Tractor in NY is Woman Owned. https://www.monroetractor.com/about/</p> <p>Yukon Equipment in AK is Native Owned. It was established under the Alaska Native Claims Settlement Act of 1971. https://yukoneq.com/about-us/</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>CNH Industrial is dedicated to our Clean Energy Leader® strategy, launched in 2006, which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. Our brands are designed and built to deliver efficient power and agronomic advantages to increase yields and limit the cost of inputs. Our brands represent more than 175 years of expertise in the industry. We are recognized today as a global leader in powerful, reliable and highly efficient equipment that helps our members meet the challenges of modern-day tasks. We have more than 400 models in over 100 product lines which speaks to understanding member needs and providing them with the correct solution. This is accomplished by our strong dealer network and our CNHi field teams working together to help our members define their needs and offer the "right solutions" package. Our dealers are measured on technical, financial and sales performance levels and maintaining certifications to back up these performance levels. Our focus is to align with the members focus; purchasing the right equipment and efficiency of operation while controlling costs. A few other great attributes CNHi offers above our competitors is around data and demos. We offer an open platform for data and do not lock out different data points as our competitors do. The purchase of AgDNA allows our machines to communicate with multiple data sources and brands. This allows the members to have one point of data communications for all their brands. This is especially important at the university level where multiple brands are typically present. These data points are used in calculating yield, for maintenance tracking, usage tracking and many other pieces of information required to operate their fleets effectively.</p> <p>Our unique demo program will be available to the members under this proposal. A member can use the product in advance and receive additional discounts if they chose to purchase the product. This allows the member to make sure they are getting the right product for the job at hand.</p> <p>Our partnership with Government Solutions Team (GST) will continue to have an impact on the members through the education and speaking opportunities they are afforded during our meetings and events as well as during events taking place at all levels throughout North America which they are invited to attend. Their vast array of knowledge and experience working with members in this sector compliments our teams in the field in getting the Sourcewell contract discussed and utilized. It is their level of knowledge of the principles of the contract and knowing how to talk to the members that makes their training "Plan, Prepare, and Expect to Succeed with Your Sourcewell Contract" well-received. Their ability to speak with members as a third party has been of great value in successfully helping members understand how to utilize the contract.</p> <p>New Holland has been pushing the boundaries of innovation in clean energy solutions for more than a decade through its Clean Energy Leader strategy. It was the first manufacturer to offer 100% compatibility with Biodiesel back in 2006. In 2009 it developed the world's first hydrogen tractor concept, NH2™ proving the feasibility of this zero-emission technology for the future. This was a key element of the brand's Energy Independent Farm™ concept, launched at the same time.</p> <p>New Holland continued to explore alternative fuels that would deliver reduced emissions and lower running costs. In 2012, it created its first propane fueled tractor prototype and is now developing the T6 Propane Power tractor in partnership with the Propane Education & Research Council (PERC).</p> <p>In 2013, New Holland presented its first T6 Methane Power tractor prototype, which it has been developed further and tested with customers. The 6-cylinder NEF methane engine delivers 180 hp and 740 Nm: the same power and torque as its standard diesel equivalent. It has the same durability and service intervals, and generates up to 30% running cost savings. The innovative tank design, using a composite layered tubular structure, enables a full day's autonomy in line with an equivalent diesel model.</p> <p>In real field conditions, the methane powered concept tractor produces at least 10% lower CO2 emissions and reduces overall emissions by 80% compared to a standard diesel tractor. Its environmental performance further improves when fuelled by biomethane produced from crop residues and waste from farm-grown energy crops, which results in virtually zero CO2 emissions.</p> <p>The New Holland methane powered concept tractor closes the virtuous cycle of the Energy Independent Farm™. It combines visionary design concepts with advanced technologies, extended connectivity and reliable powertrain technology that are already available, fuelling innovation to offer a glimpse into a sustainable future of efficient and productive farming.</p>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>CNH Industrial has been selling and servicing members in Canada through our Sourcewell contract since 2015. We produce a Canadian version of our price book in Canadian dollars and offer our full array of products and services through our network of local dealers across the provinces. Our Canadian financing and leasing teams are Canadians living in Canada. This ensures the members are working within the Canadian rules and regulations. With the assistance from Sourcewell, RMA and GST, we are expanding our marketing and training efforts and our overall CNHi and dealer presence throughout Canada and look to grow the use of the contract as a result of this effort. We are representing Sourcewell at the Canadian Public Procurement Forum meetings in Toronto Nov 3-6, 2019.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in the brand's Warranty Statements. Please see Warranty attachment.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If scraper applications are to be performed in construction/commercial, the tractor must be ordered as a "scraper unit" from the factory, otherwise some restrictions on warranty may arise.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, this proposal does not cover technician travel time or mileage for warranty repairs. The member and the dealer may work out other arrangements outside of this proposal.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No. Authorized CNH Industrial equipment dealers warranty repair centers are available in all geographic regions of the U.S. and Canada. Sourcewell members will work with their local dealer for warranty repairs.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All CNH Industrial branded equipment (New Holland/Case IH) are warranted by CNH Industrial. Any attachment/accessories not brand CNH Industrial (New Holland/Case IH) will be warranted according to the original equipment manufacturer according to their policies.
48	What are your proposed exchange and return programs and policies?	<p>CNH Industrial's responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Deliver a unit that is free of defects in material and workmanship • Reimbursement costs for repairs that are the result of defects in material and workmanship • Provide warranty payment to dealers per policy in a timely manner • Provide service information to dealers via the Technical Help Desk (THD) and eTIM • Identify product deficiencies and corrective action by Product Improvement Programs • Make determinations of premature wear • Provide operators manuals • Deliver a "work-ready" product, but not application ready (roll-on / roll-off product) <p>If for any reason defects/failures arise, CNH Industrial will take corrective actions under the warranty policy. Returns/Exchanges are not allowed.</p>
49	Describe any service contract options for the items included in your proposal.	<p>Base Warranty is the factory warranty provided to the customer at no additional cost for a specific period of time covering the complete machine.</p> <p>Extended Warranty is an extension of the base warranty coverage on specific components provided to the customer at no additional cost.</p> <p>Each of the above warranties vary in hours/term length by product. Please see attached "warranty" file for a complete list of equipment coverage.</p> <p>Purchased Protection Plan (PPP) is available for purchase through CNH Industrial Capital. PPP provides coverage beyond the manufacturer's base warranty period for new and/or used equipment. The duration and type of PPP warranty will depend on the purchased coverage. If the plan lists a month / year limit and a machine hour limit, the plan expires when the first of those limits is reached. PPP purchased during the manufacturer's base warranty period.</p> <ul style="list-style-type: none"> • PPP period (duration and/or hour limit) includes the manufacturer's base warranty period. • PPP coverage begins upon the expiration of the manufacturer's base warranty period.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30, after receipt of invoice.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcewell members should contact the local CNH brand construction equipment dealer to see what options are available.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Our dealer network will be handling the sales from Sourcewell members and our dealers will be quoting the unit as well as receiving the payment from them. As our dealers are working with their customers they will determine if the local agency is a Sourcewell or Canadian Association member. If they need to sign-up, our dealers are educated in the application process and can help them complete the membership application as well as they have our internal support and support from GST, RMA and Sourcewell to assist. Our dealers are aware of the Sourcewell contract pricing and the discount structure that needs to be passed to their customers. This information is published on our Dealer Portal as well as provided in writing and focused on during all trainings. They will work up a quote to the Sourcewell member. All documents will have the Sourcewell member number, the CNHi contract number and our equipment VIN number in order to maintain a good audit trail for the member. Once the member approves the quote the dealership will order the equipment. When the equipment arrives, the dealership will prep the unit and deliver it to the customer. The dealer will review operating instructions with the customer and fill out the warranty registration. The agency pays the dealer for the purchase. The Dealership settles the equipment and uploads the purchase order, invoice and authorization letter into the settlement system, which contains the member number, contract number and VIN number for auditing purposes. Each quarter the CNH Government Manager will run a Sourcewell report on all sales. The government manager will verify that the dealership information (from the settlement system) is correct and complete and then file a quarterly sales report and pay the administration fee to Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Acceptance would be at the local dealer's discretion.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each product will be discount off standard list price. Please see attached "Discount Matrix". Freight for Sourcwell members is FOB CNH Industrial North America plant or import distribution point. Total final price will include discount off of list with freight, setup, surcharge and any other additional costs associated with the final sale.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CNH Industrial proposed discount off of list will range from 19% to 35%.
56	Describe any quantity or volume discounts or rebate programs that you offer.	CNH Industrial does not offer a volume program or rebate program. Our CNH Industrial dealer are authorized, at the dealer's discretion, to provide additional discounts at the local level.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Proposed pricing for sourced equipment or services will be "open market". CNH Industrial will provide a quote for each such request. CNH America LLC dealers, at the dealer's discretion, may provide additional discounts at the local level. The preventative maintenance programs will fall into this area of the contract as laid out in number 67.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional cost that may be associated with each transaction may include: 1) Setup/Pre-delivery inspection 2) Surcharges if applicable 3) Additional manuals
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Freight, both from manufacturing facilities, distribution points, or transfers from other dealers inventory will be added as a separate line item. This cost is FOB, however, CNH Industrial often times subsidizes the cost to remain competitive in the marketplace.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expense calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CNH Industrial does offer customers the opportunity to "will call" equipment. This allows the customer, if so equipped to do so, to pick up equipment from the manufacturing/distribution points. This can lower overall transaction cost. CNH Industrial can also direct ship equipment to third parties, such as mower companies to have attachments/accessories professionally installed.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	The dealer is required to submit documents when settling which include the purchase order with the serial number of the machine, invoice and authorization letter. Government Account Manager obtains the PO and serial number for verification of membership and pricing. A quarterly report is then generated for all SOURCEWELL sales.
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CNH Industrial agrees to pay Sourcwell a 0.75% contract fee

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	At CNH Industrial, one of the most important KPI's is market share. Each month the government managers run reports from AEM to understand our position in the marketplace. This report includes total government sales, and from that, the percentage of government sales going to Sourcewell is determined. The goal is for this matrix to continue to grow and the percentage of government sales to increase for Sourcewell. A second internal matrix is looking at year over year and quarter over quarter results in sales volume dollars. For instance, 2019 has seen record breaking quarters for Q1 and Q2 in terms of sales volumes with Sourcewell. This shows progress. When analyzed, the quarterly growth can be attributed to growth of the contract usage in Canada. This data then leads us to continue to push harder in that market and focus. CNHi and GST will be setting training and overall market growth metrics in order to keep on track with expected sales growth.
66	Describe any industry-specific quality management system certifications obtained by your organization.	All CNH Industrial manufacturing locations in the U.S. and Canada are ISO 14001, ISO 50001, and OSHA 18001 certified. Please see the attached certifications.
67	Describe any preventative maintenance programs that your organization offers for the solutions you are proposing in this response.	This proposal covers our dealer preventative maintenance programs, as mentioned in number 57, as an "open-market" item as these programs have high variability and one size does not work for all. CNHi has found it is better to allow the local dealer and member to design the best maintenance program to fit the equipment, budgets and service requirements. At CNH Industrial, uptime is a top priority. The company can provide telematics solutions that enable the equipment to feed information to the dealer service department, for any maintenance that may need to be performed. In addition to planned maintenance, the equipment can send warnings to the servicing dealers to allow them to know what the equipment is incurring in real time. This allows for any anomalies to be addressed before a breakdown occurs. CNH Industrial dealers provide customized preventative maintenance programs to address any customer needs. These packages would be charged based on how frequent and how intensive the program is. Dealers also offer customers on site parts and supplies stocking options. These on-site parts storage lockers which contain routine maintenance supplies and are restocked on a monthly basis by the dealer. Having these parts at the customers facilities encourages proper maintenance and maximum uptime, while reducing part searches and travel time to and from the dealer picking up needed parts and maintenance supplies.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Financials.zip - Friday November 01, 2019 12:54:57
- [Marketing Plan/Samples](#) - CNHi Marketing Materials.7z - Thursday November 07, 2019 08:03:08
- [WMBE/MBE/SBE or Related Certificates](#) - Certificates.zip - Friday November 01, 2019 14:37:45
- [Warranty Information](#) - CNHi Warranty 2019.pdf - Wednesday November 06, 2019 08:42:00
- [Pricing](#) - Pricing.zip - Thursday November 07, 2019 14:18:15
- Additional Document (optional)

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Clinton Jenkins, Strategic Accounts Manager North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 110719 - Ag Tractors - Addendum_3 Fri November 1 2019 07:13 AM	<input checked="" type="checkbox"/>	--
RFP110719 - Ag Tractors -Addendum_2 Mon October 21 2019 11:45 AM	<input checked="" type="checkbox"/>	--
RFP110719 - Ag Tractors - Addendum_1 Mon September 23 2019 09:03 AM	<input checked="" type="checkbox"/>	--



AGENDA ACTION FORM

Authorizing the Mayor to Renew Instructure CASE Benchmarks Agreement by Amendment and Issue Purchase Order

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-264-2021
 Work Session: September 7, 2021
 First Reading: NA

Final Adoption: September 7, 2021
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The administration desires to renew the agreement with Instructure, utilizing CASE benchmarks. CASE benchmarks are utilized by the Kingsport City School System as a customizable benchmark program with assessments and item banks that are designed for the tested grades. The program offers high-quality, TCAP-aligned assessment questions and assessments with representative question types from all levels of Webb's Depth of Knowledge, customization of pacing and assessments, and the generation of student performance reports after each district and teacher created assessment.

Funding for this renewal has been allocated in GP account 141-7250-773.03-22.

Attachments:

1. Resolution
2. Service Order Form
3. Addendum

Funding source appropriate and funds are available: *Jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE INSTRUCTURE RENEWAL SERVICES ORDER FORM WHICH UTILIZES CASE BENCHMARK AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city desires to renew its order with Instructure for the purpose of utilizing CASE Benchmark, which is a customizable benchmark program with assessments and item banks that are designed for the tested grades in the Kingsport City Schools; and

WHEREAS, this project will be funded by monies allocated in GP account 141-7250-773.03-22.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Instructure Order Services Form, which will be funded by the Elementary and Secondary School Emergency Relief Fund, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Services Order Form

Order #: Q-223894-1
Date: 2021-08-04
Offer Valid Through: 2021-08-06

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For City of Kingsport - Kingsport City Schools

Address: 400 Clinchfield Street, Suite 200
City: Kingsport
State/Province: Tennessee
Zip/Postal Code: 37660
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Primary Contact

Name: _____
Email: _____
Phone: _____

Name: Michael Hubbard
Email: mhubbard@k12k.com
Phone: (423) 378-2125

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
CASE Benchmark Assessments TN - Full Year - District Pricing - District Pacing	2021-07-01	2022-06-30	User	3,900	USD 8.00	USD 31,200.00
CASE Benchmark Assessments TN - One Subject (Sem 2BA, Trad 3BA) - District Pricing - District Pacing	2021-07-01	2022-06-30	User	2,860	USD 5.00	USD 14,300.00
Individual Student Reports	2021-07-01	2022-06-30	User	6,760	USD 0.00	USD 0.00
Paper-Pencil Benchmarks	2021-07-01	2022-06-30	User	550	USD 1.00	USD 550.00
MasteryConnect Bundled Subscription	2021-07-01	2022-06-30	User	5,150	USD 5.50	USD 28,325.00
Item Bank - Navigate All 4 Subjects & CASE Bundle	2021-07-01	2022-06-30	User	5,150	USD 3.50	USD 18,025.00
Recurring Sub-Total						USD 92,400.00
Year 1 Total						USD 92,400.00
Grand Total: USD 92,400.00						

Package Information

Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Deliverable	Description	Expiration
CASE Item Bank		N/A
Navigate Item Bank for ELA, Math, Science & Social Studies Subscription	Navigate Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
CASE Benchmark Assessments - Grade Levels	CASE Assessments for the State Tested Subject Areas.
CASE Benchmark Assessments - High School Subject	CASE Assessments for the State Tested Subject Areas.
CASE Item Bank	Annual Subscription for CASE Item Bank
Item Bank - Navigate All 4 Subjects & CASE Bundle	Annual Subscription for CASE+Navigate Item Banks

Elementary Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	3	Paper-Pencil and MasteryConnect	2;3;4;5
Math	Yes	3	Paper-Pencil and MasteryConnect	2;3;4;5
Science	Yes	3	Online - MasteryConnect	3;4;5
Social Studies	No			

Middle Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	3	Online - MasteryConnect	6;7;8
Math	Yes	3	Online - MasteryConnect	6;7;8
Science	Yes	3	Online - MasteryConnect	6;7;8
Social Studies	Yes	3	Online - MasteryConnect	6;7;8

High School Assessment Order Detail				
Subject	Ordered	# of Tests per Year - Traditional	# of Tests per Semester - Block	Delivery Method
Standard Package - All Subjects	No			
Standard English	Yes	3	2	Online - MasteryConnect
Standard Math	Yes	3	2	Online - MasteryConnect
Standard Science	No			
Standard Social Studies	No			

Additional Assessment Details					
Assessment Package			Option 1 (3BA): 1st BA, 2nd BA, & Final Comp		
College Prep Assessments					
Grades to Test		# of Students		# of Administrations	
CASE Item Bank Subscription					
Grades to Access			3;4;5;6;7;8;9;10;11		
Notes					
This quote is for CASE assessments for grades 2-11 and CASE+Navigate item bank for grades 3-11. Assessments for grade 2 will be delivered via paper/pencil; assessments for grades 3-11 and item bank will be delivered via MasteryConnect platform (with GradeCam). Professional development included: none. Quote reflects CER Consortium pricing.					

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/master-terms-conditions>

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/item-bank-addendum>.

The provision of any Benchmark Assessment Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/benchmark-assessment-addendum>.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Notes

This quote is for CASE assessments for grades 2-11 and CASE+Navigate item bank for grades 3-11.

Assessments for grade 2 will be delivered via paper/pencil; assessments for grades 3-11 and item bank will be delivered via MasteryConnect platform (with GradeCam).

Professional development included: none.

Quote reflects CER Consortium pricing.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: _____	1

By executing this Order Form, each party agrees to be legally bound by this Order Form.

City of Kingsport - Kingsport City Schools

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

**AMENDMENT NUMBER 1
TO CONTRACT FOR
PURCHASE OF SERVICES/PROFESSIONAL SERVICES**

Amendment Number 1 to the contract effective September 15, 2020, by and between the City of Kingsport for its Kingsport City Schools ("CITY") and Certica Solutions, Inc. d/b/a Instructure, Inc., 6330 South 3000 East, Suite700, Salt Lake City, Utah 84121, United States.

TERM OF CONTRACT

The term of this contract will begin September 16, 2021 and end September 15, 2022.

PRICING

Total costs quoted based on City of Kingsport Schools using "Kingsport District Pricing", i.e., Kingsport-specific updated to Ninety Two Thousand Four Hundred Dollars (\$92,400.00).

All other terms and conditions of the Agreement shall remain in full force and effect.

INSTRUCTURE, INC.

CITY OF KINGSPORT FOR ITS
KINGSPORT CITY SCHOOLS

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



AGENDA ACTION FORM

Authorizing the Purchase of SNAP Health Center for Electronic Health Records Management for Kingsport City Schools

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-266-2021
 Work Session: September 7, 2021
 First Reading: NA

Final Adoption: September 7, 2021
 Staff Work By: Vicki Johnston
 Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The administration desires to purchase SNAP Health Center software for electronic health records management for the students of Kingsport City Schools for the next three years utilizing Sourcewell contract 061417-SHC with School Health. SNAP software utilizes cloud services so the school nurses can access vital health information and quick access to parent/guardian contact information. The software can be integrated with the Student Information System, Follett Aspen. The company uses comprehensive security standards to safeguard student data. They are in compliance with both FERPA and HIPAA. The company also provides private, hands-on, virtual training to nursing personnel.

Funding for the software will come from the Tennessee Department of Education Epidemiology and Laboratory Capacity (ELC) Grant.

Attachments:

1. Resolution
2. Quote

Funding source appropriate and funds are available: *Jan*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF SNAP
SOFTWARE FROM SCHOOL HEALTH UTILIZING
SOURCEWELL CONTRACT 061417-SHC

WHEREAS, the city desires to purchase SNAP electronic health records management software from School Health utilizing Sourcewell Contract 061417-SHC; and

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of goods; and

WHEREAS, this project will be funded by the Tennessee Department of Education Epidemiology and Laboratory Capacity (ELC) Grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the School Health quote 3959597-00, which will be funded by the Tennessee Department of Education Epidemiology and Laboratory Capacity (ELC) Grant, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



School Health Corporation
5600 Apollo Drive
Rolling Meadows, Illinois 60008
P(866)323-5465 | F(800)235-1305
schoolhealth.com

QUOTE

Attn: VICKI JOHNSTON
Ship To:
KINGSPORT CITY SCHLS
400 CLINCHFIELD ST STE 200
KINGSPORT, TN 37660-3771

Bill To:
CITY OF KINGSPORT FOR ITS
KINGSPORT CITY SCHOOLS
400 CLINCHFIELD ST STE 200
KINGSPORT, TN 37660-3771

EXPIRATION DATE		QUOTE NO.
11/23/21		3959597-00
DATE	P.O. #	PAGE #
08/25/21		1

QUOTE PREPARED BY	PHONE	EMAIL
Gail Kinatader	866-323-5465	gkinatader@schoolhealth.com

INSTRUCTIONS				SHIP POINT			VIA		SHIPPED	TERMS
				SCHOOL HEALTH			UPS GROUND			NET 30
LN	PRODUCT AND DESCRIPTION			QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)	

SOURCEWELL 061417-SHC
QUOTE # 3300770
FREE SHIPPING OVER \$125

Term of agreement is August 20, 2021 through August 31, 2024 with annual renewals

1	1037977	22	EACH	780.00	EACH	0.00	17160.00
	SNAP SUBSCRIPTION NEW PER USER THRU 8/31/2022						
	** Shipping Direct From Manufacturer **						
2	1037978	22	EACH	780.00	EACH	0.00	17160.00
	SNAP SUBSCRIPTION RENEWAL PER USER THRU 8/31/2023						
	** Shipping Direct From Manufacturer **						
3	1037978	22	EACH	780.00	EACH	0.00	17160.00
	SNAP SUBSCRIPTION RENEWAL PER USER THRU 8/31/2024						
	** Shipping Direct From Manufacturer **						
4	1037976	22	EACH	100.00	EACH	0.00	2200.00
	CLOUD SERVICES SET UP FEE PER USER						
	** Shipping Direct From Manufacturer **						
5	1020235	1	each	100.00	each	0.00	100.00
	VIRTUAL 2 HR LECTURE WORKSHOP PER PERSON						
	** Shipping Direct From Manufacturer **						
6	1037980	2	EACH	1500.00	EACH	0.00	3000.00
	VIRTUAL HANDS ON 8 HR PRIVATE UP TO 10 PEOPLE						
	** Shipping Direct From Manufacturer **						

Items stocked in our warehouse usually ship within 24 hours. Items above may be indicated as **Shipping Direct From Manufacturer** or **Oversized (O/S) Item**.
Costs for **Oversized (O/S) Item** are shown with your order totals. Delivery times for items **Shipping Direct From Manufacturer** vary. For specific delivery time, call customer care at 866-323-5465.

6 lines included	Sub Total	56780.00
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We Supply Your Future™

School Health Corporation
5600 Apollo Drive
Rolling Meadows, Illinois 60008
P(866)323-5465 | F(800)235-1305
schoolhealth.com

QUOTE

Attn: VICKI JOHNSTON

Ship To:
KINGSPORT CITY SCHLS
400 CLINCHFIELD ST STE 200
KINGSPORT, TN 37660-3771

Bill To:
KINGSPORT CITY SCHLS
400 CLINCHFIELD ST STE 200
KINGSPORT, TN 37660-3771

EXPIRATION DATE		QUOTE NO.
11/23/21		3959597-00
DATE	P.O. #	PAGE #
08/25/21		2

400 CLINCHFIELD ST STE 200
KINGSPORT, TN 37660-3771

QUOTE PREPARED BY		PHONE	EMAIL	
Gail Kinateder		866-323-5465	gkinateder@schoolhealth.com	

INSTRUCTIONS		SHIP POINT	VIA	SHIPPED	TERMS
		SCHOOL HEALTH	UPS GROUND		NET 30

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)
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Tax ID Number: 36-2425385
Cage Code: 1E060
Duns Number: 02-490-6331

Invoice Total 56780.00

To receive an email with tracking information when your order has shipped, please provide your email address when placing your order. Help us also reduce paper usage and become more eco-friendly by providing your email address to send your invoices and order confirmations electronically. Thank you, for the opportunity to work with you and if you have any questions, please contact our Customer Care Department @ 866 323 - 5465.

**Required Information
Needed to Process Purchase**



Please fill out the requested information below and return with your purchase order.

DISTRICT INFORMATION:

District Name:		
District Contact: This is usually the technology coordinator or nurse leader. The annual renewal bill will be sent here.	Name:	Position:
	Phone #:	Email:
	Address:	

MAIN CONTACT FOR SCHOOL:

School Name:	
Nurse's Name:	
Nurse's Phone #:	Nurse's Email:
School Address:	

Proprietary and confidential, page 1 of 2

**HEALTH
SERVICES**

**SPECIAL
EDUCATION**

**SPORTS
MEDICINE**

**EARLY
CHILDHOOD**

**PHYSICAL
EDUCATION**

TERMS AND CONDITIONS

SOFTWARE LICENSING

Annual subscription license

- SNAP Health Center software is licensed per simultaneous user.
- The end user has access to software for the duration of the subscription period.
- Subscription cost includes support plan.
- Renew annually by August 31st.
- Additional annual user licenses may be added at any time at current list price.
- Subscription period September 1st through August 31st of the following year.

PSNI CLOUD SERVICES

- A signed Service Level Agreement (SLA) must be returned prior to using services.

Services Include

- Demographic data import from client provided file.
- Setup of user access to the PSNI cloud server.
- Maintenance of the application and database servers.
- Redundant backups including offsite backup storage.
- Program updates as released by PSNI.

End User Responsibilities

- Entry of user names and passwords into SNAP Health Center.
- State immunization requirements import.
- End of year process (Promote and Transfer).
- Update and customize SNAP Health Center libraries.

CUSTOM REPORTS

- Major revisions may incur update charges.

Support Plan Services Include

- Telephone (toll free in U.S.) and email technical support available Mon through Fri from 7:30 AM - 6:00 PM Eastern Time excluding federal holidays.
- State specific immunization requirements updates.
- Current Mosby Drug Reference Library.
- Access to the IHP Pavilion (for IHP purchases only).
- Access to PSNI's online Member's Area: video trainings & customer knowledge database

TRAINING

- Purchase order must be received 45 days prior to the scheduled training date.
- Purchase orders must be received 45 days prior to the departure date of the PSNI trainer(s). Any delays that incur increased travel expenses are the responsibility of the purchaser.
- Trainings cancelled less than 21 days prior to the scheduled training date will incur a 100% cancellation fee.
- Onsite trainings are held in the district's computer training lab which must have a solid high-speed internet connection. If a reliable internet connection is not available, the district must provide a Windows-based computer training lab.

PAYMENT OPTIONS

- Accepted forms of payment include: purchase orders and credit card payments.

NOTES

- Quotes are valid for 90 days.
- Date of subscription begins the date purchase order is processed by PSNI.
- No refunds issued.
- Prices are subject to change at any time.
- Any applicable taxes or Co-Op fees incurred by PSNI will be included in the customer invoice

EXIT PROVISIONS

- PSNI will provide a onetime download of PDFs that contain student health record data on a secure FTP site. There will be a PDF per student per year. Subfolders for each student include the following student data: Attachments, Letters, IHPs
- As a service, PSNI can provide 'flattened' SQL 2017 database (one per year) on a secure FTP site, which must be retrieved within thirty (30) days, after which time they will be permanently deleted. This service is \$.05 per student/per year.

Proprietary and confidential, page 1 of 2



AGENDA ACTION FORM

Right-of-Way Easement with Kingsport Power Company for Fort Henry Drive

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-260-2021
 Work Session: September 7, 2021
 First Reading: NA

Final Adoption: September 7, 2021
 Staff Work By: R. Trent; M. Thompson
 Presentation By: M. Billingsley

Recommendation:

Approve the Resolution

Executive Summary:

In order to provide additional street lighting along Fort Henry Drive and which will be underground feed, AEP, d/b/a Kingsport Power Company, has requested easement on city-owned property.

The resolution approves the easement and authorizes the mayor to execute the documents necessary to convey the right-of-way easement to Kingsport Power Company. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachments:

1. Resolution
2. Easement and Project Location Maps

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, American Electric Power has requested an easement on city-owned property located on Fort Henry Drive; and

WHEREAS, in doing so, the easement will enable AEP to provide additional street lighting along Fort Henry Drive, and

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Kingsport Power Company.

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

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Kingsport Eas No. R/W Map No. 3783-1128-A4
415 Broad Street W. O. No. W003396701 Job No. 21560047 Prop No. 1
Kingsport, TN 37664 Line R/W for Street Light Feed

THIS AGREEMENT, made this _____ day of _____, 2021,
by and between **CITY OF KINGSPORT**, a
municipal corporation organized and existing under the laws of the State of
Tennessee, herein called "Grantor", and KINGSPOW POWER
COMPANY, a Virginia corporation, herein called "Kingsport",
WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid
to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby
grants, conveys and warrants to Kingsport, its successors, assigns, lessees and
tenants, a right of way and easement for an electric power line or lines, and
communication lines, in, on, along, through, across or under the following described
lands of the Grantor situated in _____ 11th _____ Civil District, County of _____
Sullivan _____,
State of Tennessee.

On the North by the lands of Fort Henry Drive
On the East by the lands of Capl Retail LLC
On the South by the lands of Law Center Associates
On the West by the lands of James Brooks Duncan

Being a right of way and easement fifteen feet (15) in width as shown shaded on that
certain Kingsport Power Company drawing "Exhibit A" dated 8/12/2021, attached hereto
and made a part hereof.

In the event Kingsport should remove all of said Kingsport's facilities from the lands
of the Grantor, then all of the rights, title and interest of the party of Kingsport in the
right of way and easement herein above granted, shall revert to the Grantor, its
successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by
Tennessee-Virginia Cerebral Palsy Center, Incorporated
by deed dated 5/14/1956, and recorded in _____ Sullivan _____ County, Deed
Book No. 170A, Page 224.

Map 061E, Group C, CTL Map 061E, Parcel 004.00.

TOGETHER with the right, privilege and authority to Kingsport, its successors,
assigns, lessees and tenants, to construct, erect, install, place, operate, maintain,
inspect, repair, renew, remove, add to the number of, and relocate at will, underground
conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and
appurtenances (hereinafter called "Kingsport's Facilities"), in, on, along, through, across
and under the above referred to premises; the right to disturb the surface of said
premises and to excavate thereon, and to cut down, trim, clear and/or otherwise control,
and at Kingsport's option, remove from said premises, brush, undergrowth, trees, tree
roots, shrubs, buildings or other obstructions which may endanger the safety of, or
interfere with the use of Kingsport's Facilities; and the right of ingress and egress to and
over said above referred to premises, and any of the adjoining lands of the Grantors at
any and all times, for the purpose of exercising and enjoying the rights herein granted,
and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves
the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its
successors, assigns, lessees and tenants.

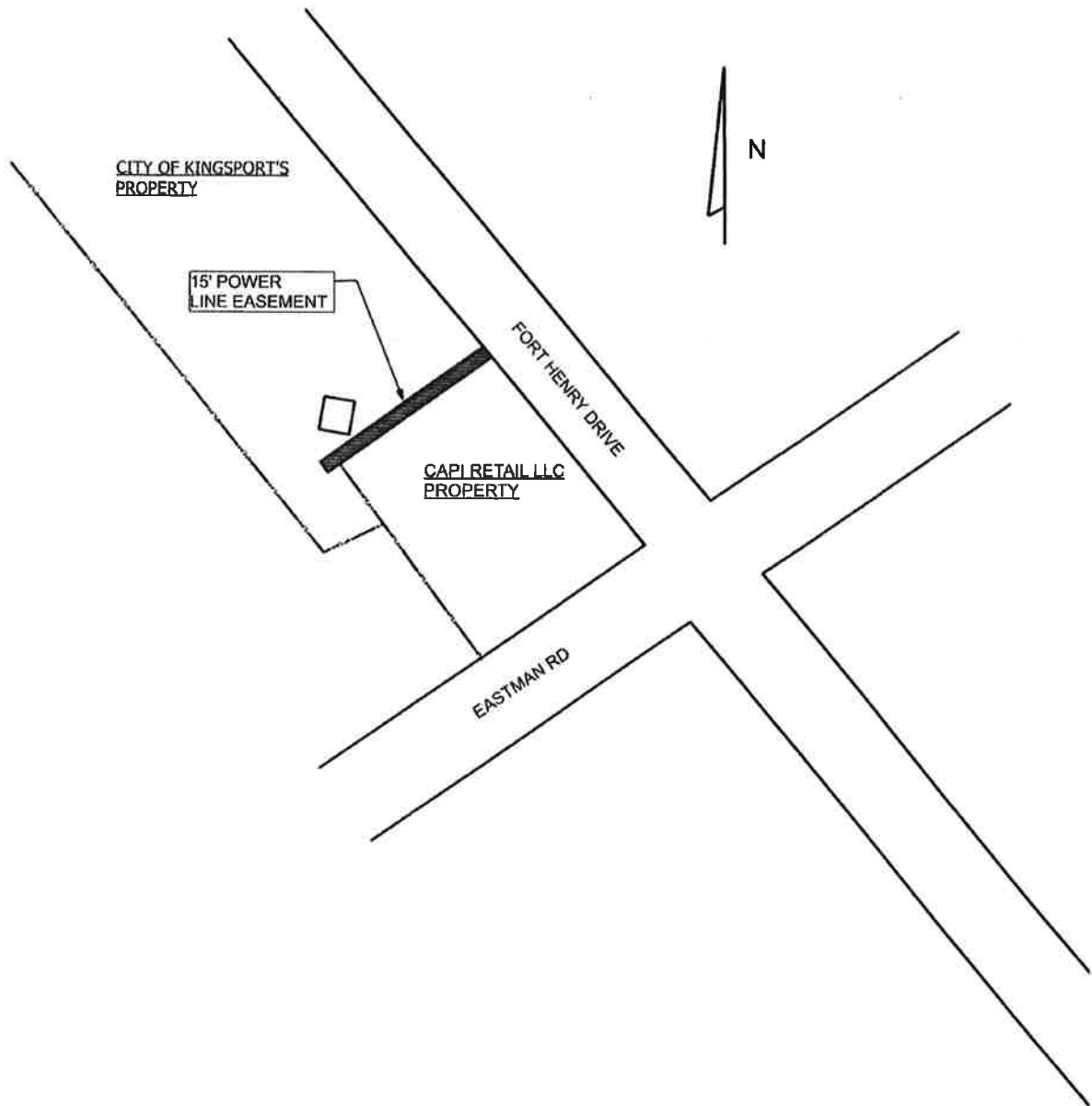


EXHIBIT 'A'

MAP # 3783-1128-A4
R/W # 21560047

	State: Tennessee
	County/Parrish: SULLIVAN
	Township: KINGSPORT

PLAN FOR STREET LIGHT EASEMENT



AGENDA ACTION FORM

Right-of-Way Easement with Kingsport Power Company for Scott Adams Skate Park

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *cm*

Action Form No.: AF-261-2021
 Work Session: September 7, 2021
 First Reading: NA

Final Adoption: September 7, 2021
 Staff Work By: R. Trent; M. Thompson
 Presentation By: M. Billingsley

Recommendation:

Approve the Resolution

Executive Summary:

In order to provide power to the future Scott Adams Skate Park located on Brickyard Park Drive, AEP, d/b/a Kingsport Power Company, has requested easement on city-owned property. These power lines will be constructed as underground feed.

The resolution approves the easement and authorizes the mayor to execute the documents necessary to convey the right-of-way easement to Kingsport Power Company. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachments:

1. Resolution
2. Easement and Project Location Maps

Funding source appropriate and funds are available: *cm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *cm*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, American Electric Power has requested an easement on the site of the future Scott Adams Skate Park located on Brickyard Park Drive; and

WHEREAS, in doing so, the easement will enable AEP to provide electrical power for the future skate park, and

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Kingsport Power Company.

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

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Kingsport Eas No. R/W Map No. 3783-1127-A3
415 Broad Street W. O. No. W003396701 Job No. 21560046 Prop No. 1
Kingsport, TN 37660 Line Scott Adams Skate Park

THIS AGREEMENT, made this _____ day of _____, 2021,
by and between **CITY OF KINGSPORT**, a
municipal corporation organized and existing under the laws of the State of
TENNESSEE, herein called "Grantor", and KINGSPOINT
POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid
to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby
grants, conveys and warrants to Kingsport, its successors, assigns, lessees and
tenants, a right of way and easement for an electric power line or lines, and
communication lines, in, on, along, through, over, across or under the following
described lands of the Grantor situated in _____ 11th _____ Civil District,
County of Sullivan, State of Tennessee.

On the North by the lands of	<u>Industrial Development Board</u>
On the East by the lands of	<u>Industrial Development Board</u>
On the South by the lands of	<u>Brickyard Park Drive</u>
On the West by the lands of	<u>Industry Drive</u>

Being a right of way and easement more particularly described as twenty (20) feet in
width as shown shaded on that certain Kingsport Power Company drawing "Exhibit A"
Scott Adams Skate Park, dated 8/12/2021, attached hereto and made a part hereof.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of
the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of
way and easement herein above granted, shall revert to the Grantor, its successors and
assigns.

Being a right of way easement over the same property conveyed to Grantors herein by
General Shale Brick Inc. a Delaware Corporation, successor by merger to General
Shale Products Corporation, by deed dated October 5, 2017, and recorded in
Sullivan County, Deed Book No. 3261, Page 2141.

Map Part of 046P, Group F, CTL Map 046P, Parcel 009.50.

TOGETHER with the right, privilege and authority to Kingsport, its successors,
assigns, lessees and tenants, to construct, erect, install, place, operate, maintain,
inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with
wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant
equipment and fixtures, underground conduits, ducts, vaults, cables, wires,
transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called
"Kingsport's Facilities"), and string wires and cables, adding thereto from time to time,
in, on, along, over, through, across and under the above referred to premises; the right
to cut down, trim, clear and/or otherwise control, and at Kingsport's option, remove from
said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches,
buildings or other obstructions which may endanger the safety of, or interfere with the
use of Kingsport's Facilities; the right to disturb the surface of said premises and to
excavate thereon; and the right of ingress and egress to and over said above referred to
premises, and any of the adjoining lands of the Grantor at any and all times, for the
purpose of exercising and enjoying the rights herein granted, and for doing anything
necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves
the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its
successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

Mayor

Attest: _____

City Recorder

STATE OF _____)
COUNTY OF _____) To-wit:

Before me _____ of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself to be Mayor of the City of Kingsport Tennessee, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as Mayor.

Witness my hand and official seal in _____ County, State of _____, this the _____ day of _____, 20__.

Notary Public

My Commission expires:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF TENNESSEE)
COUNTY OF SULLIVAN) To-wit:

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

My Commission Expires:

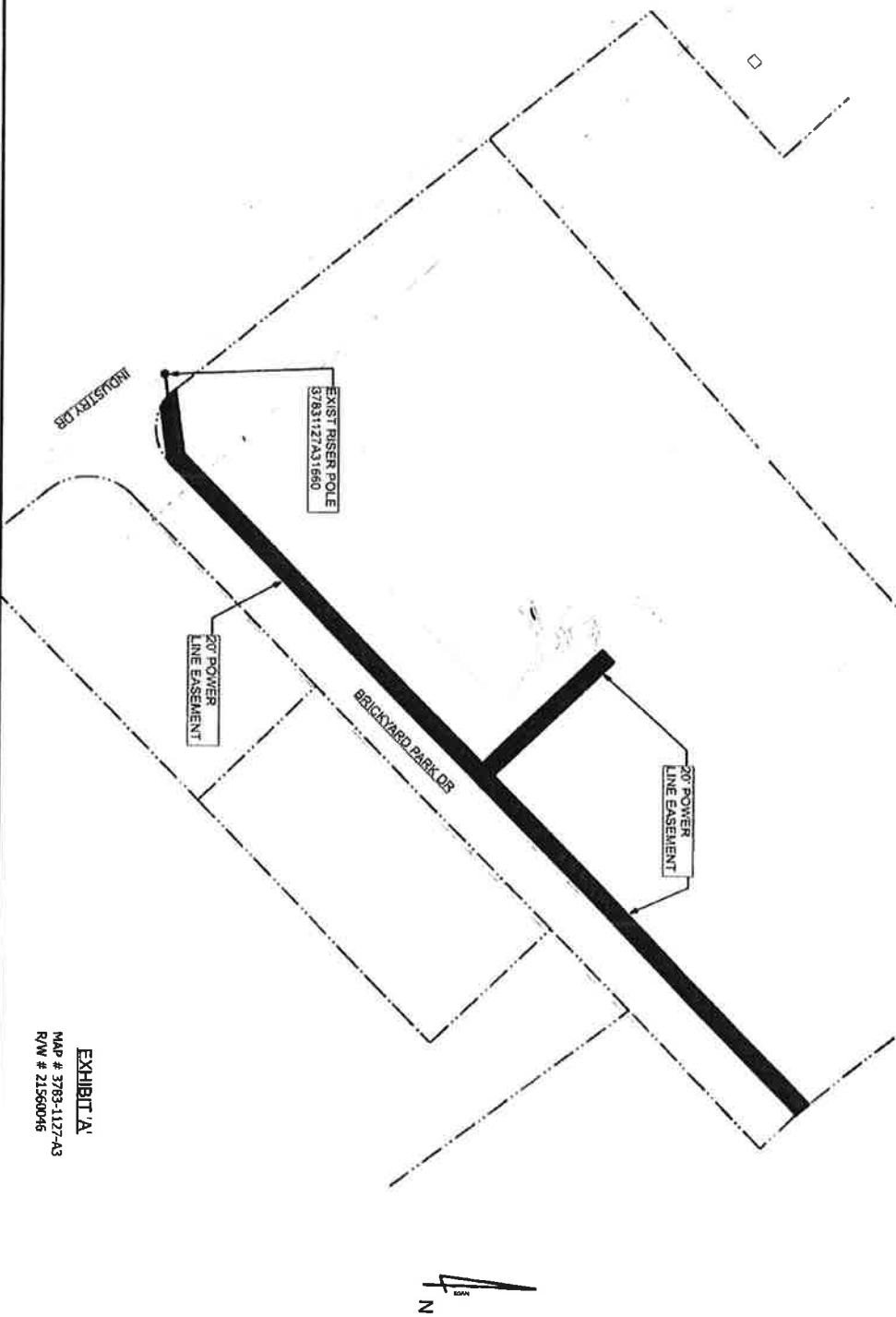


EXHIBIT A
MAP # 3783-1127-A3
R/W # 21560046

SCOTT ADAMS SKATE PARK	
State:	Tennessee
County/Parish:	SULLIVAN COUNTY
Township:	KINGSPORT
Drawn By:	Thomas Hensley
Date:	8/12/2021



AGENDA ACTION FORM

Construction Agreement with CSX Transportation (CSXT) for the Main Street Project

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *pm*

Action Form No.: AF-271-2021
 Work Session: September 7, 2021
 First Reading: NA

Final Adoption: September 7, 2021
 Staff Work By: Michael Thompson
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

On March 24, 2020 the BMA approved entering into a Preliminary Engineering Agreement with CSXT for the Main Street Redevelopment Project (AF-58-2020). Through this agreement CSXT reviewed and approved the construction documents for this project. This was the first step of the city facilitating the development of Main Street.

As we proceed with the development of the street rebuild and streetscape on Main Street, (at grade DOT 243974E Milepost Z-94.45, Southern Zone, Kingsport Subdivision) CSXT will perform the Construction Engineering Inspection (CEI) services, and flagging services for this project. It is recommended to enter into an agreement with CSXT, Inc. for these services in an estimated amount of \$49,668.00. Funding is available and identified in GP1516.

Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: *pm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *pm*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT
WITH CSX TRANSPORTATION, INC., (CSXT) FOR THE MAIN
STREET PROJECT AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THE AGREEMENT

WHEREAS, on March 24, 2020 the board approved entering into a Preliminary Engineering Agreement with CSX Transportation, Inc.(CSXT), for the Main Street Redevelopment Project wherein CSXT reviewed and approved the construction documents for this project; and

WHEREAS, the next phase is for CSXT to perform the Construction Engineering Inspection (CEI) services, and flagging services for this project; and

WHEREAS, staff recommends to enter into an agreement with CSXT, Inc. for these services in an estimated amount of \$49,668.00; and

WHEREAS, funding is available and identified in GP1516.

Now therefore,

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

SECTION I. That a Construction Agreement CSX Transportation, Inc., for the Main Street Project, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Construction Agreement CSX Transportation, Inc., for the Main Street Project, 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.

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

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

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **City of Kingsport**, a body corporate and political subdivision of the **State of Tennessee** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the Street Rebuild and streetscape on Main Street, Kingsport, Sullivan County, Tennessee at grade DOT 243974E, Milepost Z-94.45, Southern Zone, Kingsport Subdivision (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed

**Main Street Rebuild and Streetscape at grade CSXT
Kingsport, Sullivan County, TN
RRMP Z-94.45 DOT 243974E
Southern Zone, Kingsport Sub
OP# TN0712**

a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2023**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs

Main Street Rebuild and Streetscape at grade CSXT
Kingsport, Sullivan County, TN
RRMP Z-94.45 DOT 243974E
Southern Zone, Kingsport Sub
OP# TN0712

Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event

**Main Street Rebuild and Streetscape at grade CSXT
Kingsport, Sullivan County, TN
RRMP Z-94.45 DOT 243974E
Southern Zone, Kingsport Sub
OP# TN0712**

that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements, Licenses, Permits and Agreements

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and as may be designated on the Plans approved by CSXT.

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- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency if required a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions, and at a price acceptable to the parties.
7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor

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Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance.

10.1 **By Agency.** Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 **Alterations.** Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 **Generally.** To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 **Compliance with Laws.** Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with

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respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

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16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660
Attention: Michael Thompson

17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law. This Agreement shall be governed by the laws of the State of **Tennessee**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF KINGSPORT

By: _____

Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Name: Todd Allton

Title: Project Manager – Public Projects

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**EXHIBIT A
ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Roadway and landscaping per approved plans
- B. CSXT shall perform or cause to be performed:
 - 1. Flagging services and other protective services and devices as may be necessary
 - 2. Construction engineering and inspection to protect the interest of CSX

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

SHEET	Description	Preparer	Date
1 of 119	Cover sheet	Barge	1/29/2021
2 of 119	Index & Standards	Barge	1/29/2021
3 of 119	Standard Drawings	Barge	1/29/2021
4 of 119	Estimated Roadway Quantities	Barge	1/29/2021
5 of 119	Typical Sections & Pavement schedule	Barge	1/29/2021
6, 7 of 119	General Notes	Barge	1/29/2021
8 of 119	Special Notes	Barge	1/29/2021
9, 10 of 119	Tabulated Drainage Quantities	Barge	1/29/2021
11-13 of 119	Detail sheet	Barge	1/29/2021
14 of 119	Right of Way Utility notes	Barge	1/29/2021
15-19 of 119	Property Map	Barge	1/29/2021
20 of 119	Right of way acquisition table	Barge	1/29/2021
21 of 119	Present layout	Barge	1/29/2021
22 of 119	Proposed layout and profile	Barge	1/29/2021
23 of 119	Grading Plan	Barge	1/29/2021
24 of 119	Present layout	Barge	1/29/2021
25 of 119	Proposed layout and profile	Barge	1/29/2021
26 of 119	Grading Plan	Barge	1/29/2021
27 of 119	Present layout	Barge	1/29/2021
28 of 119	Proposed layout and profile	Barge	1/29/2021
29 of 119	Grading plan	Barge	1/29/2021
30 of 119	Present layout	Barge	1/29/2021
31 of 119	Proposed layout and profile	Barge	1/29/2021
32 of 119	Grading details	Barge	1/29/2021
33 of 119	Present layout	Barge	1/29/2021
34 of 119	Proposed layout and profile	Barge	1/29/2021
35 of 119	Grading plan	Barge	1/29/2021

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36 of 119	Present layout	Barge	1/29/2021
37 of 119	Proposed layout and profile	Barge	1/29/2021
38 of 119	Grading plan	Barge	1/29/2021
39 of 119	Present layout	Barge	1/29/2021
40 of 119	Proposed layout and profile	Barge	1/29/2021
41 of 119	Grading Plan	Barge	1/29/2021
42 of 119	Present layout	Barge	1/29/2021
43 of 119	Proposed layout and profile	Barge	1/29/2021
44 of 119	Grading plan	Barge	1/29/2021
45 of 119	Present layout	Barge	1/29/2021
46 of 119	Proposed layout and profile	Barge	1/29/2021
47 of 119	Grading Plan	Barge	1/29/2021
48 of 119	Present Layout	Barge	1/29/2021
49 of 119	Proposed layout and profile	Barge	1/29/2021
50 of 119	Grading plan	Barge	1/29/2021
51 of 119	Side Road profiles	Barge	1/29/2021
52 - 56 of 119	Business entrance & private drive	Barge	1/29/2021
57-72 of 119	Erosion Prevention & sediment control plans	Barge	1/29/2021
73 of 119	Pavement edge drop-off notes for traffic control	Barge	1/29/2021
74 of 119	Traffic control special notes, legend and tabulation	Barge	1/29/2021
75 of 119	Traffic control plan phase I	Barge	1/29/2021
76 of 119	Traffic control plan phase II	Barge	1/29/2021
77 of 119	Traffic control plan phase III	Barge	1/29/2021
78 of 119	Traffic control plan phase IV	Barge	1/29/2021
79 - 82 of 119	Traffic control plan phase V	Barge	1/29/2021
83 - 86 of 119	Traffic control plan phase VI	Barge	1/29/2021
87 of 119	Signing and pavement marking plans	Barge	1/29/2021
88 - 91 of 119	Signage and pavement marking plans	Barge	1/29/2021
92 - 93 of 119	Sign Schedule	Barge	1/29/2021
94 - 96 of 119	Signal Notes	Barge	1/21/2021
97 - 115 of 155	Stations		

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116 - 125 of 155	Hardscape Plan	Barge	1/29/2021
126 of 155	Hardscape Notes	Barge	1/29/2021
127 - 128 of 155	Hardscape Details	Barge	1/29/2021
129 - 138 of 155	Landscape Plan	Barge	1/29/2021
139 of 155	Landscape Notes	Barge	1/29/2021
140 - 141 of 155	Landscape Details	Barge	1/29/2021
142 of 155	Electrical General Notes, legend and schedules	Barge	1/29/2021
143 - 154 of 155	Site Electrical plan	Barge	1/29/2021
155	Site Electrical Details	Barge	1/29/2021

NOTE: In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

“Agency” shall mean the **City of Kingsport**.

“Agency Representative” shall mean the authorized representative of **City of Kingsport**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

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- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. **NOTICE OF STARTING WORK.** Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. **WORK FOR THE BENEFIT OF THE CONTRACTOR**

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

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V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the

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tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative,

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without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service,

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and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

INITIAL ESTIMATE ATTACHED

ACCT. CODE : 709 - TN0712

Form Revision
09/25/20

ESTIMATE SUBJECT TO REVISION AFTER: 7/14/2022

DOT NO.: 243974E

CITY: Kingsport

COUNTY: Sullivan

STATE: TN

DESCRIPTION: CE&I and project management for Street Rebuild and Streetscape Main St at grade CSXT.

ZONE: Southern

SUB-DIV: Kingsport

MILE POST: Z-94.45

AGENCY PROJECT NUMBER: 0

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services \$ 10,000

Subtotal \$ 10,000

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services - Crouch Engineering \$ 16,900

212 Contracted & Administrative Engineering Services - CSXT Admin \$ 3,000

Subtotal \$ 19,900

FLAGGING SERVICE: (Contract Labor)

70 Labor (Conductor-Flagman) 0 Days @ \$ 350.00 \$ -

80 Labor (Foreman/Inspector) 15 Days @ \$ 504.00 \$ 7,560

70 Additive 187.00% (Transportation Department) \$ -

80 Additive 222.00% (Engineering Department) \$ 16,783

Subtotal \$ 24,343

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 54,243

900 CONTINGENCIES: 10.00% \$ 5,424

PROJECT TOTAL:

***** \$ 59,668

CURRENT AUTHORIZED BUDGET:

***** \$ 10,000

TOTAL SUPPLEMENT REQUESTED:

***** \$ 49,668

DIVISION OF COST:

Agency 100.00% \$ 49,668

Railroad 0.00% \$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects - Jacksonville, Florida

Estimated prepared by: Vmatts

Approved by:

CSXT Public Project Group

DATE: 07/14/21 REVISED:

DATE:

**Main Street Rebuild and Streetscape at grade CSXT
Kingsport, Sullivan County, TN
RRMP Z-94.45 DOT 243974E
Southern Zone, Kingsport Sub
OP# TN0712**

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

**Main Street Rebuild and Streetscape at grade CSXT
Kingsport, Sullivan County, TN
RRMP Z-94.45 DOT 243974E
Southern Zone, Kingsport Sub
OP# TN0712**

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, 14th Floor
Jacksonville, FL 32202
Phone: 904-366-3804

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20 __, between City of Kingsport and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

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AGENDA ACTION FORM

Facility Encroachment Agreement with CSX Transportation (CSXT) for the Main Street Project Waterline Construction

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *RM*

Action Form No.: AF-272-2021
 Work Session: September 7, 2021
 First Reading: NA

Final Adoption: September 7, 2021
 Staff Work By: Chad Austin
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

As we proceed with the development of the street rebuild and streetscape on Main Street construction of waterline is needed for this project. One (1) eight inch (8") diameter sub-grade pipeline for the conveyance of potable water needs to be constructed. The construction of this waterline utility is within CSXT's right-of-way located at or near Southern West Zone Division, Kingsport Subdivision, Valuation Station 392+15, Milepost Z-94.5, Latitude N35:32:30.19, Longitude W82:33:21.60.

It is recommended to enter into a Facility Encroachment Agreement with CSXT, Inc. for construction of an 8" waterline. The fee associated with this agreement is a one-time nonrefundable Encroachment Fee in the amount of \$2,000.00. Funding is available and identified in WA1901.

Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: *RM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A FACILITY ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION, INC. (CSXT) FOR THE CONSTRUCTION OF A WATERLINE AS PART OF THE MAIN STREET PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in order to proceed with the development of the street rebuild and streetscape on Main Street construction of a waterline is required; and

WHEREAS, for this project, one (1) eight inch (8") diameter sub-grade pipeline for the conveyance of potable water needs to be constructed, and the construction of this waterline utility is within CSXT's right-of-way located at or near Southern West Zone Division, Kingsport Subdivision, Valuation Station 392+15, Milepost Z-94.5, Latitude N35:32:30.19, Longitude W82:33:21.60; and

WHEREAS, it is recommended to enter into a Facility Encroachment Agreement with CSXT, Inc. for construction of an 8" waterline; and

WHEREAS, the fee associated with this agreement is a one-time nonrefundable Encroachment Fee in the amount of \$2,000.00, and funding is available and identified in WA1901.

Now therefore,

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

SECTION I. That a Facility Encroachment Agreement with CSX Transportation, Inc., for the Main Street Project waterline construction, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Facility Encroachment Agreement with CSX Transportation, Inc., for the Main Street Project waterline construction, 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.

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

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

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of January 13, 2021, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF KINGSPORT, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 1113 Konnarock Rd., Kingsport, Tennessee 37664, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Kingsport, Sullivan County, Tennessee, Southern West Zone Division, Kingsport Subdivision, Valuation Station 392+15, Milepost Z-94.5, Latitude N35:32:30.10, Longitude W82:33:21.60;
2. One (1) existing ten inch (10") diameter sub-grade pipeline crossing, to be abandoned in place per Licensor's specifications, located at or near Kingsport, Sullivan County, Tennessee, Southern West Zone Division, Kingsport Subdivision, Valuation Station 392+15, Milepost Z-94.5, Latitude N35:32:30.10, Longitude W82:33:21.60;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of TWO THOUSAND AND 00/100 U.S. DOLLARS (\$2,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee

shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from

any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost

and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors,

i) Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensors's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensors, at Licensors's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensors's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensors's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensors.

11.2 If Licensors deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensors or others on Licensors's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensors shall have the right to do so at the expense of Licensee, but Licensors shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 23-224-2546.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of

Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licenser expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licenser's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licenser, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licenser for any loss, cost or expense Licenser may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licenser occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licenser's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licenser does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licenser in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licenser to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licenser, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licenser under any other facts or rights, Licenser merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licenser continues its own occupation, use or control. Licenser does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licenser in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licenser's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licenser for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licenser's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licenser:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF KINGSFORT

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX925982, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purpose of performing work in accordance with the Agreement dated January 13, 2021, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____



AGENDA ACTION FORM

Formal Acceptance of Deeds and Deeds of Easement

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-259-2021
 Work Session: September 7, 2021
 First Reading: NA

Final Adoption: September 7, 2021
 Staff Work By: R. Trent
 Presentation By: M. Billingsley

Recommendation:

Approve the Resolution

Executive Summary:

An annual listing of the deeds and deeds of easements required for various city projects located in the 10th and 11th Civil Districts of Sullivan County, Tennessee are included in this Resolution which provides for the formal acceptance of the property and property rights conveyed.

Attachments:

1. 2021 Acceptance Resolution

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *JM*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 10TH AND 11TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

WHEREAS, the City of Kingsport, a municipal corporation of the State of Tennessee, accepts deeds and deeds of easement from the various property owners conveying to the City of Kingsport title to the property.

WHEREAS, the City of Kingsport desires to accept from various property owners deeds and deeds of easement located in the 10th and 11th Civil Districts of Sullivan County, Tennessee described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen accept the deeds and deeds of easement from the various property owners which convey to the City of Kingsport titles to the property located in the 10th and 11th Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Exhibit "A"

Deed of Easement across the Kingsport Power Company property dated August 31, 2020 from Kingsport Power Company to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3407 at page 301 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kevin Pierce and Trina Pierce Greer property dated December 9, 2020 from Kevin Pierce and Trina Pierce Greer to the City of Kingsport, Tennessee, for the amount of \$1,000.00 and recorded in Deed Book 3421 at page 1744 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kingsport Power Company property dated November 18, 2020 from Kingsport Power Company to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3421 at page 1747 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of property across the Citizens Bank property dated November 4, 2020 from Citizens Bank to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3417 at page 619 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Industrial Development Board of the City of Kingsport, Tennessee property dated December 15, 2020 from Industrial Development Board of the City of Kingsport, Tennessee to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3428 at page 1403 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Industrial Development Board of the City of Kingsport, Tennessee property dated December 15, 2020 from Industrial Development Board of the City of Kingsport, Tennessee to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3428 at page 1406 in the Register's Office for Sullivan County at Blountville, Tennessee.

Judgment for a portion of property across the Leslie Bright and wife, Laura Bright property dated December 21, 2020 from Leslie Bright and wife, Laura Bright to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3428 at page 1398 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Correction for the City of Kingsport property dated February 25, 2021 from Sullivan County, Tennessee Bank to the City of Kingsport, Tennessee and recorded in Deed Book 3430 at page 2300 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Downtown Improvement Company, Inc. property dated February 23, 2021 from Downtown Improvement Company, Inc. to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3435 at page 225 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Christopher Thomas Bowen and wife, Dawn F. Bowen property dated April 8, 2021 from Christopher Thomas Bowen and wife, Dawn F. Bowen to the City of Kingsport, Tennessee, for the amount of \$2,900.00 and recorded in Deed Book 3442 at page 1321 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Atay, LLC property dated April 8, 2021 from Atay, LLC to the City of Kingsport, Tennessee, for the amount of \$400.00 and recorded in Deed Book 3442 at page 1324 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the David B. Shivell property dated April 8, 2021 from David B. Shivell to the City of Kingsport, Tennessee, for the amount of \$300.00 and recorded in Deed Book 3442 at page 1327 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the David B. Shivell property dated April 8, 2021 from David B. Shivell to the City of Kingsport, Tennessee, for the amount of \$450.00 and recorded in Deed Book 3442 at page 1330 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the OEC Systems, LLC property dated April 8, 2021 from OEC Systems, LLC to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3442 at page 1333 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Stephen R. Grant property dated April 8, 2021 from Stephen R. Grant to the City of Kingsport, Tennessee, for the amount of \$3,150.00 and recorded in Deed Book 3442 at page 1336 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Willis R. Vicars property dated May 18, 2021 from Willis R. Vicars to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded in Deed Book 3447 at page 2457 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the McKinnis & Scott property dated June 18, 2021 from McKinnis & Scott to the City of Kingsport, Tennessee, for the amount of \$1,750.00 and recorded in Deed Book 3451 at page 1216 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Sullivan County Board of Education property dated June 30, 2021 from the Sullivan County Board of Education to the City of Kingsport, Tennessee, for the amount of \$10.00 and recorded in Deed Book 3454 at page 463 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the William C. Ketchie and wife, Rebecca J. Ketchie property dated June 25, 2021 from William C. Ketchie and wife, Rebecca J. Ketchie to the City of Kingsport, Tennessee, for the amount of \$4,600.00 and recorded in Deed Book 3451 at page 2483 in the Register's Office for Sullivan County at Blountville, Tennessee.



AGENDA ACTION FORM

Changing the Meeting Date Business Meeting of the Board of Mayor and Aldermen from the Third Tuesday to the Fourth Tuesday in September, 2021, and Cancelling the First October, 2021 Meeting

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *PM*

Action Form No.: AF-274-2021
 Work Session: September 7, 2021
 First Reading: N/A

Final Adoption: September 7, 2021
 Staff Work By: A. Marshall/M. Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution

Executive Summary

Article III, Section 7 of the city charter provides that except as, "provided by ordinance or resolution, the regular meeting of said board shall be held at 7:00 p.m. (local time) on the first and third Tuesday of each month."

Members of the board of mayor and aldermen and city administrators will be attending the Tennessee Municipal League annual conference from September 18th – 21st; therefore the work session and regular business meeting for the Third week in September will be moved to the fourth week in September. The work session will occur on September 27th, at 4:30 p.m. (local time) and the business meeting will occur on September 28th, at 7:00 p.m. (local time).

City administrators will also be out of state attending conferences and training during the first week of October. Therefore, the work session and regular business meeting set on October 4 and October 5, 2021, will be cancelled. The next regular business meeting will be October 18 and October 19, 2021.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *PM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *PM*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION CHANGING THE DATE OF THE REGULAR
BUSINESS MEETING OF THE BOARD OF MAYOR AND
ALDERMEN IN SEPTEMBER, 2021 FROM THE THIRD TUESDAY
TO THE FOURTH TUESDAY FOR SEPTEMBER 2021 AND
CANCEL THE FIRST OCTOBER 2021 MEETING

WHEREAS, the charter of the city provides that the business meeting of the board of mayor and aldermen will take place on the first and third Tuesdays of each month at 7:00 p.m., unless otherwise provided by resolution or ordinance; and

WHEREAS, the board of mayor and aldermen would like to move the scheduled business meeting from the third Tuesday to the fourth Tuesday in September, 2021; and

WHEREAS, board of mayor and aldermen would like to cancel the first scheduled business meeting in October, 2021.

Now therefore,

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

SECTION I. That the regular business meeting of the board of mayor and aldermen scheduled for the third Tuesday is moved to the fourth Tuesday at 7:00 p.m.

SECTION II. That the city recorder is authorized and directed to advertise the change in the dates of the regular business meetings of the board of mayor and aldermen from third Tuesday to the fourth Tuesdays at the 7:00 p.m. and to take all acts needed to ensure that notice of the meeting is made to the public in compliance with T.C.A. § 10-7-503.

SECTION III. That the work session shall be rescheduled to the fourth Monday at 4:30 on September 28, 2021.

SECTION IV. That the regular business meeting of the board of mayor and aldermen scheduled for the first Tuesday in October, 2021, is cancelled.

SECTION V. That the city recorder is authorized and directed to advertise the cancellation of the October 5th, 2021 regular business meeting of the board of mayor and aldermen and to take all acts needed to ensure that notice of the meeting is made to the public in compliance with T.C.A. § 10-7-503.

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Rejection of Bid for Holiday Decor

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *RM*

Action Form No.: AF-267-2021
 Work Session: September 7, 2021
 First Reading: NA

Final Adoption: September 7, 2021
 Staff Work By: Hannah Powell
 Presentation By: M. Borders

Recommendation:

Reject the one bid presented for holiday lights and decor.

Executive Summary:

Proposals were received for Holiday Lights on July 20, 2021 and only one proposal was received. The reviewing staff—Michael Borders, Hannah Powell, and Andy Hobbs—received requested samples from Mosca, but had concerns with maintenance of the products.

Staff proposes that we reject the proposal received from Mosca Design and re advertise for proposals in early 2022. Hopefully we will have more vendors who will be willing to participate in the future allowing the City more viable options from which to choose.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *RM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *RM*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL PROPOSALS RELATED
TO THE HOLIDAY LIGHTS AND DECOR

WHEREAS, proposals were received on July 20, 2021, for holiday lights and décor; and

WHEREAS, only one proposal was received, and upon inspection city staff had concerns with the sustainability of the product based on the city's needs; and

WHEREAS, the request for proposal specified that samples would be inspected and the award conditioned on satisfactory assessment by city staff of those samples; and

WHEREAS, therefore the city wants to reject all bids and rebid at a later date.

Now therefore,

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

SECTION I. That all proposals opened July 20, 2021, relating to the holiday lights and decor are rejected.

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

ADOPTED this the 7th day of September, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



MATERIALS AGREEMENT SUMMARY

Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with Orth Construction, Related to the Hunts Crossing Phase 1 Development and to Appropriate the Funds

To: Chris McCartt, City Manager
From: David Harris, City Staff

Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

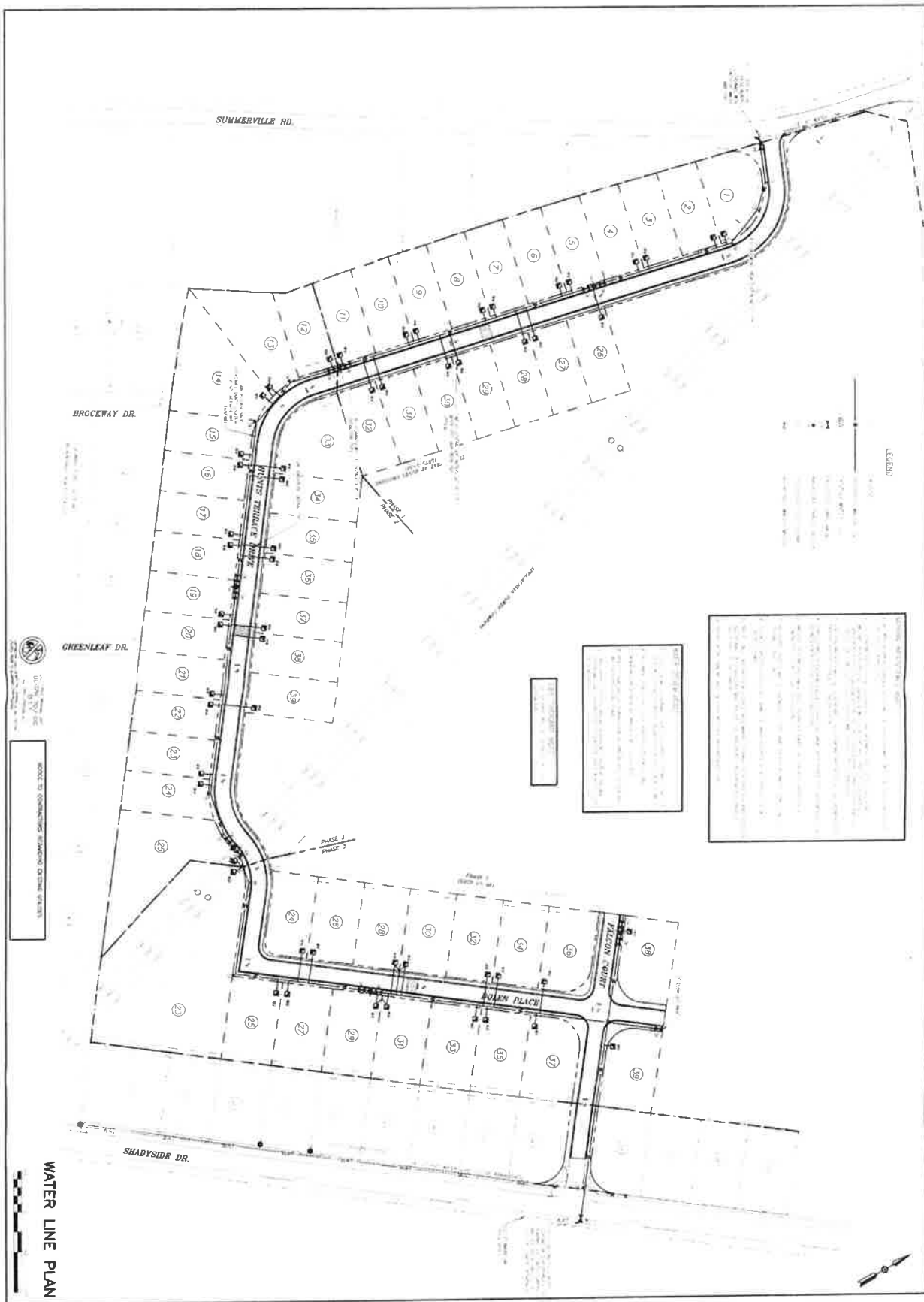
Pursuant to the policy, Orth Construction has requested that the proposed Hunts Crossing Phase 1 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$39,751.16 for a new twenty two (22) lot development.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 606 Building Permits and 532 Certificates of Occupancy have been issued to date.

Attachments:

1. Agreement
4. Cost Table
5. Location Maps
6. Development Chart

Funding source appropriate and funds are available: _____

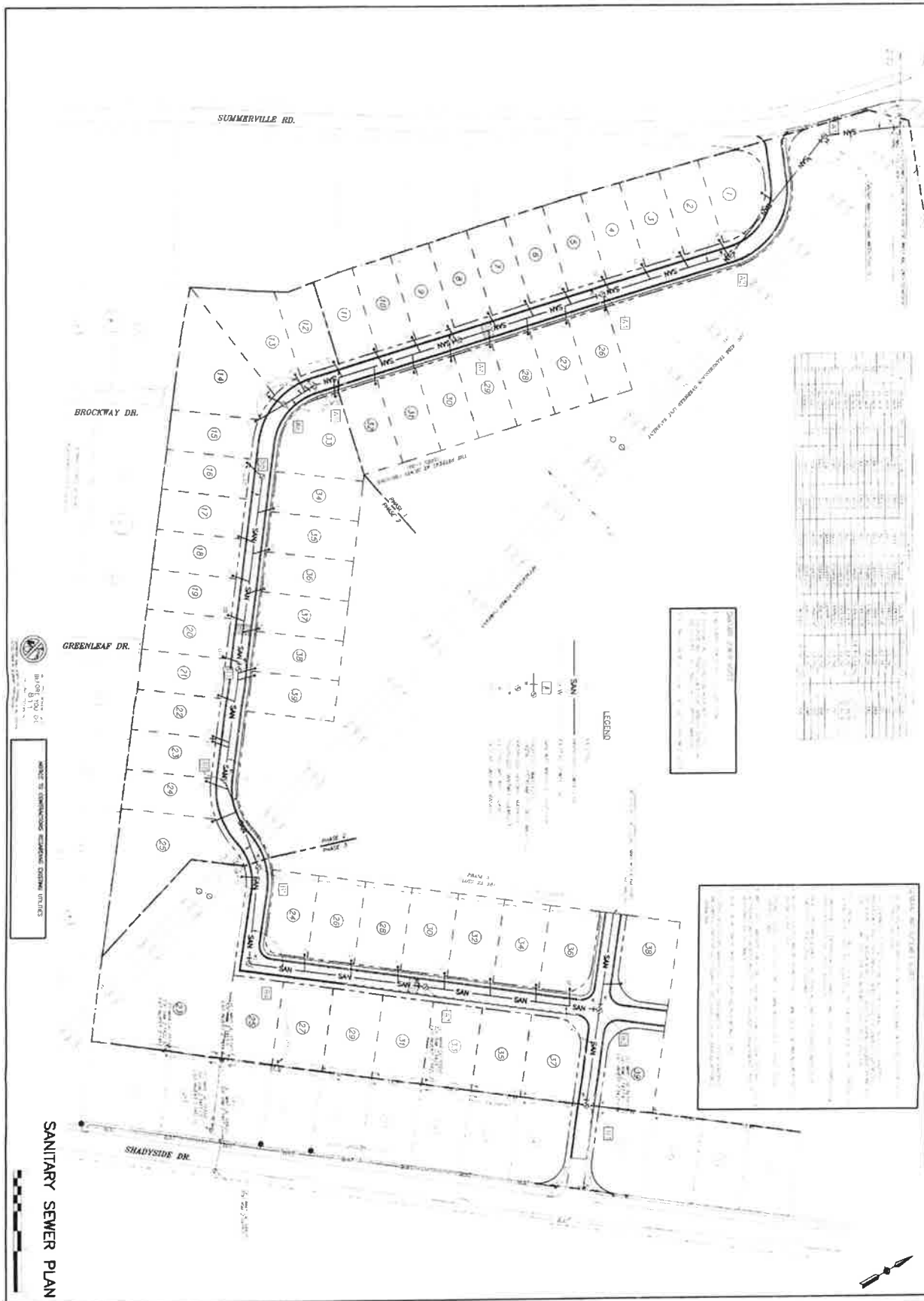


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REV	DATE	BY
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16	C8



PROPOSED CONSTRUCTION PLANS
HUNTS CROSSING SUBDIVISION
KINGSPORT, TENNESSEE
SANITARY SEWER PLAN

DATE: 10/1/2017



MATERIALS AGREEMENT SUMMARY

Consideration of the City Manager to Sign all Documents Necessary to Enter into a Materials Agreement with Hickory Ridge, LLC, Related to the Frylee Court Development and to Appropriate the Funds

To: Chris McCartt, City Manager
From: David Harris, City Staff

Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, Hickory Ridge, LLC has requested that the proposed Frylee Court Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$39,320.60 for a new thirty eight (38) lot development.

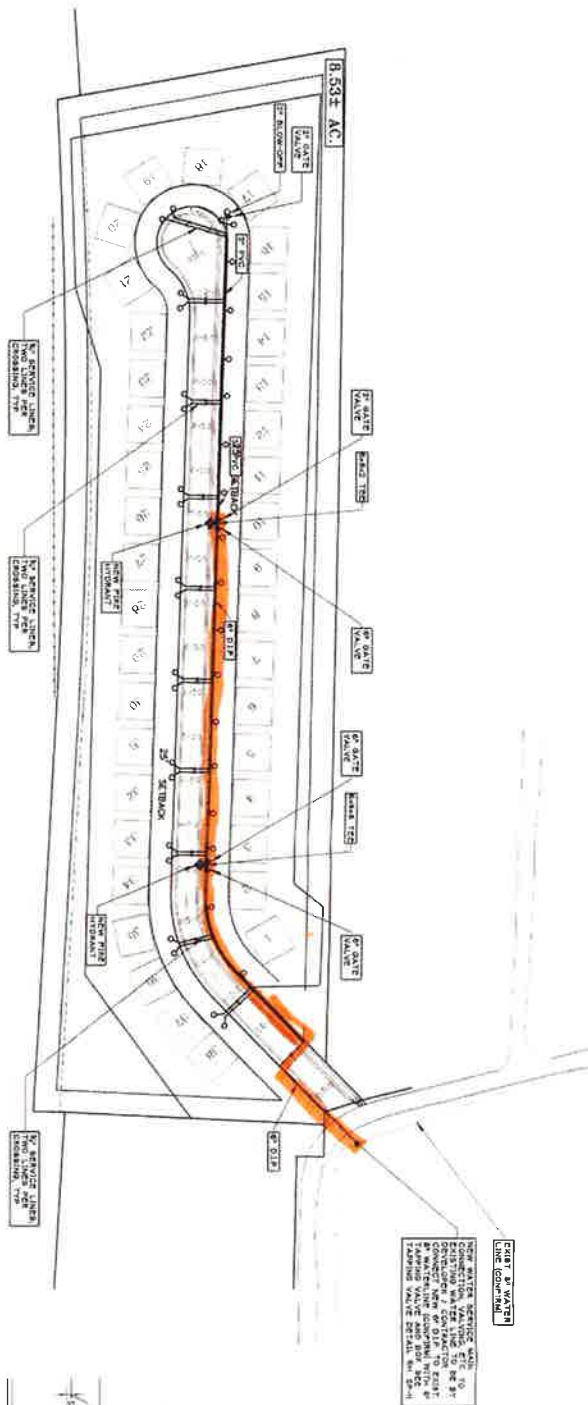
To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 606 Building Permits and 532 Certificates of Occupancy have been issued to date.

Attachments:

1. Agreement
4. Cost Table
5. Location Maps
6. Development Chart

Funding source appropriate and funds are available: _____





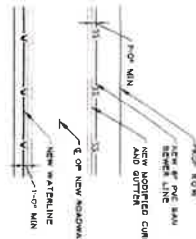
WATER UTILITIES PLAN

NOTES:

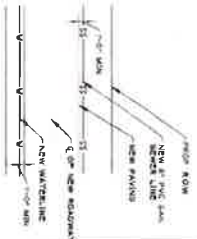
1. ALL WATERLINES TO BE 2'-0" MIN. BELOW FINISH GRADE. CONFORM ELEVATIONS W/ 21' CLASS 500 PRECASTER RATED CONCRETE TO 2' DIA. (21" P. 100) 40' P. 100 21" CLASS 500 PRECASTER RATED CONCRETE TO 2' DIA. (21" P. 100) 40' P. 100
2. CITY OF KINGSPORT WATER DEPARTMENT HAS TWO ACCESS POINTS TO THE WATER MAIN LINE. ALL WATER SERVICES TO BE FIELD LOCATED. ALL TAPS ARE TO BE MADE AT THE WATER MAIN LINE. NO TAPS TO BE MADE AT THE WATER MAIN LINE. NO TAPS TO BE MADE AT THE WATER MAIN LINE.
3. ALL WATER SERVICES TO BE FIELD LOCATED. ALL TAPS ARE TO BE MADE AT THE WATER MAIN LINE. NO TAPS TO BE MADE AT THE WATER MAIN LINE. NO TAPS TO BE MADE AT THE WATER MAIN LINE.
4. ALL WATER SERVICES TO BE FIELD LOCATED. ALL TAPS ARE TO BE MADE AT THE WATER MAIN LINE. NO TAPS TO BE MADE AT THE WATER MAIN LINE. NO TAPS TO BE MADE AT THE WATER MAIN LINE.

WATER LINE TIE-IN VALVES AND APPURTENANCES, ETC. AT INTERSECTION OF 8" DIA. TO 8" DIA. PROVIDE 8" x 8" TEE AND 8" DIA. VALVE AND 8" DIA. VALVE. AT INTERSECTION OF 8" DIA. TO 8" DIA. PROVIDE 8" x 8" TEE AND 8" DIA. VALVE AND 8" DIA. VALVE. EACH APPLICABLE SIDE OF INTERSECTION.

TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT (AT ENTRANCE)



TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT



<div>SP-9</div>	<div>DATE: 07-17-2018</div> <div>FILE NO: 10004</div>	<div>SHEET TITLE</div> <div>WATER UTILITIES PLAN</div>		<div>FRYLEE COURT</div> <div>HICKORY RIDGE, LLC</div>	<div>TENNESSEE</div> <div>TENNESSEE</div>	<div>SPODEN & WILSON CONSULTING ENGINEERS</div> <div>430 CLAY STREET</div> <div>KINGSPORT, TENNESSEE 37680</div> <div>Phone: (423) 245-1181 Fax: (423) 245-0852</div> <div>email: sweng@spodenwilson.com</div>	