



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, May 16, 2022, 4:30 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
Lisa Winkle, City Recorder/Treasurer
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Dale Phipps, Police Chief
John Morris, Budget Director
Scott Boyd, Fire Chief

1. Call to Order
2. Roll Call
3. Neighborhood Commission Report – Alanna Leonberg
4. Economic Development Hub – Will Barrett
5. Review of items on May 17, 2022 Business Meeting Agenda
6. Adjourn

Next Budget Session, Monday, June 6, 2022, 4:30 p.m.

WORKERS' COMPENSATION REPORT

April 2022

For the month of April 2022, the City had five workers' compensation claims. Two employees lost time. Kingsport City Schools submitted four workers' compensation claims, two were denied. None of the accepted claimants lost time.

City of Kingsport

May 17, 2022

Project Status in Pictures

1 Scott Adams Memorial Skatepark

Utility conduit and piping have been stubbed up for the restrooms building.

3 Paving - East Lynn Garden

In house city paving crews are working in East Lynn Garden around the community center.

2 Swinging Bridge

The carpentry portion of the project is complete, with the fencing and tension wire being tackled next.

4 Playground - Lynn View

Concrete form work is taking place, with the placing of concrete for the shade pad happening next.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$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 expects to have a Public Hearing Spring to Summer 2022.
\$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	Bid opening planned for 4/28/22.
\$4,000,000.00	Michael Thompson	Brickyard Park Bicycle-Pedestrian Bridge	Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant.	12/31/2024	Consultant has submitted NEPA document and is now working on the TDOT requested addition of an historical/architectural assessment.
\$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	Received approved NEPA document from TDOT on 4/7/2022. Awaiting NTP for Design Phase.
\$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	Consultant resubmitted to TDOT on 4/21 addressing comments.
\$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.	12/31/2022	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.	6/30/2022	Remaining work includes setting the bathhouse, concrete placement around the bathhouse, and some lighting/electrical work.
\$1,200,000.00	Chad Austin	Washington Co Water Task Force - waterline extension	Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area.	8/31/2022	Engineering division is surveying project area
\$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	City has deposited funds into the LGIP and TDOT has issued the work order for Design.
\$850,000.00	Chad Austin	ETSU @ Valleybrook Farm sewer extension	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	12/31/2022	Easements aquired.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$549,348.00		Area 9 - Contracted Paving (Lynn Garden Paving)	Paving of select roadways on eastern side of Lynn Garden Drive. Roadways include Mullins Street, Virginia Street, Kyle Street, Walker Street and Goal Street.	5/27/2022	Contractor began milling on 5/2/22 along Goal Street and Walker Street.
\$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	6/30/2024	Scheduled for construction in FY24
\$188,900.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	5/28/2022	The carpentry portion of the project is complete. The fence and tension wire replacement is upcoming.
\$60,000.00		Traffic Signal Shed	Shed for signal materials	4/30/2022	Work continues with possible completion in next few weeks.
\$49,810.00	Shirley Buchanan	Renaissance Center - Wood Shop Dust Collection System	Installation of new dust collection system at the Renaissance Center.	5/27/2022	The project has been completed.
	Borders, Michael	Collar Replacement	Collar replacement for all 18 holes at Cattails at Meadowview		In the process of engaging company for design services with anticipated completion of mid-August.
	Chris Campbell	KATS Maintenance Facility Phase 2	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Submittal process continues.
	Chris Markley	Archives Move and Demo	Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library.	6/30/2022	Archive move from library to new space in City Hall is complete.
	Kitty Frazier	Bike Park at Brickyard	New Bike Park in the vicinity of the new Skate Park.		Design process is at 60% review.
	Kitty Frazier	Project Diabetes - Phase 3	Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center.	6/30/2022	Construction underway.
	Kitty Frazier	Riverbend Park - Phase 1	New park at the Riverbend area.		Project bids were received and are currently being evaluated.
	Michael Borders	Bays Mountain Park Amphitheater	Construction of new amphitheater at Bays Mountain		Plan to bid out in mid-July 2022
	Michael Borders	MeadowView Roof Replacement	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center		Design contract has been executed.

Status Updates on Active Projects sorted by Completion Date

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Revision 2
5/16/22

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, May 17, 2022, 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/Treasurer
John Morris, Budget Director
Adrienne Batara, Public Relations Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Dale Phipps, Police Chief
Scott Boyd, Fire Chief
Tyra Copas, Human Resources Director
John Rose, Economic Development Director

I. CALL TO ORDER

II.A PLEDGE OF ALLEGIANCE TO THE FLAG – New Vision Youth

II.B INVOCATION – Retired Pastor Jack Edwards, United Methodist Churches

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards: Sharon Hayes
2. Public Works Week May 15 – May 21: Alderman Phillips (Michael Thompson, Steve Leonard; Rodney Dye; David Ramey; Rob Johnson)
3. Chamber of Commerce Day May 22 Proclamation: Mayor Shull (Ramona Jackson; Miles Burdine; Bob Feagins; Nicole Austin; Stephanie Hernandez)
4. City Attorney Mike Billingsley for his Years of Service: Chris McCartt

IV.B. APPOINTMENTS

1. Appointment to the Gateway Review Commission (AF:122-2022) (Mayor Shull)
 - Appointment

One appointment
now, revised 5/16/22

2. Appointment to the Historic Zoning Commission (AF:124-2022) (Mayor Shull)
 - Appointment
3. Appointment to the Kingsport Economic Development Board (AF:131-2022) (Mayor Shull)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – May 2, 2022
2. Business Meeting – May 3, 2022
3. Budget Work Session – May 9, 2022
4. Budget Work Session – May 12, 2022

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

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. An Ordinance to Amend the FY 2022 the General Purpose School Fund and the General Project Fund Budgets (AF:137-2022) (David Frye)
 - Ordinance – First Reading
2. An Ordinance to Amend the FY 2022 Schools Federal Projects Fund Budget (AF:138-2022) (David Frye)
 - Ordinance – First Reading
3. An Ordinance to Amend the FY 2022 School Special Projects Fund Budget (AF:139-2022) (David Frye)
 - Ordinance – First Reading
4. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:143-2022) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. An Ordinance to Vacate a Portion of Legion Dr. & Midland Dr. Right-of-Way (AF:98-2022) (Savannah Garland)
 - Ordinance – Second Reading and Final Adoption

2. An Ordinance to Amend Zoning of Sullivan County Tax Parcel ID 076 001.00 Located off Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District) (AF:116-2022) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
3. An Ordinance to Amend Zoning of Parcels 2, 3, 4, 5, 6, 7, 21, and a Portion of Parcel 2.10 Located off Beartown Road and Deneen Lane from the A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to the M-2 (General Manufacturing District) (AF:117-2022) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. A Resolution Awarding the Proposal of West Stone Industries for Services at Kingsport's Construction & Demolition Landfill and Authorizing the Mayor to Execute an Agreement for the Same (AF:120-2022) (Ryan McReynolds)
 - Resolution
2. Consideration of an Approval of Offer for Easement and Right-of-Way for the Reservoir Road Storm Water Improvements Project (AF:125-2022) (Ryan McReynolds)
 - Offer
3. Consideration of an Approval of Offer for Easements and Right-of-Way for the Stage Road Waterline Project (AF:126-2022) (Ryan McReynolds)
 - Offer
4. A Resolution Awarding the Bid for the Purchase of Asphalt for FY23 (AF:132-2022) (Ryan McReynolds)
 - Resolution
5. A Resolution Awarding the Bids of Summers-Taylor and Ready Mix USA for the Purchase of Concrete for FY23 (AF:133-2022) (Ryan McReynolds)
 - Resolution
6. A Resolution Awarding the Bids of Vulcan Construction Materials, LP and Blue Water Industries for the Purchase of Crushed Stone for FY23 (AF:134-2022) (Ryan McReynolds)
 - Resolution
7. Consideration of a Resolution Awarding the Bids of JTB Construction LLC and Glass Machinery & Excavation for Contracted Truck Hauling for FY23 (AF:135-2022) (Ryan McReynolds)
 - Resolution

8. A Resolution to Approve Sourcewell Contract with Verizon Connect NWF, Inc. for GPS Equipment and Services (AF:142-2022) (Ryan McReynolds/Steve Leonard)
 - Resolution
9. A Resolution Awarding the Bid for the Purchase of Tire Recapping Services to Southern Tire Mart (AF:151-2022) (Ryan McReynolds/Steve Leonard)
 - Resolution
10. A Resolution to Approve Change Order No. 1 for the J. Fred Johnson Stadium Lighting Upgrade Project and Authorizing the Mayor to Execute All Documents Necessary (AF:147-2022) (David Frye)
 - Resolution
11. A Resolution to Approve Addendum 7 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF:148-2022) (David Frye)
 - Resolution
12. A Resolution to Accept a Donation of an AWE Early Literacy Computer for the Kingsport Public Library (AF:146-2022) (Michael Borders)
 - Resolution
13. Consideration of a Resolution Authorizing the Purchase of Five (5) Dump Trucks Pursuant to Sourcewell Cooperative Purchasing Agreement No. 060920-NAF (AF:149-2022) (Ryan McReynolds/Steve Leonard)
 - Resolution
14. Authorize the Mayor to Execute a Notice of Approval Pursuant to Notice of Land Use Restrictions (AF:155-2022) (Mike Billingsley)
 - Resolution
15. A Resolution Renewing the Award of the Bid for School Crossing Guard Services & Authorizing the Mayor to Sign All Applicable Documents (AF:152-2022) (Chief Phipps)
 - 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

1. A Resolution Extending the Award of the Bid for School Nutrition Services Chicken Commodity Processing to Tyson Prepared Foods for FY 23 and Authorizing the Mayor to Sign All Documents Necessary and Proper for the Same (AF:127-2022) (David Frye)
 - Resolution

Typo in Resolution Title

2. A Resolution Extending the Award of the Bid for School Nutrition Services Produce Items to Crook Brothers for FY23 and Authorizing the Mayor to Sign all Documents Necessary and Proper for the Same (AF:128-2022) (David Frye)
 - Resolution

Typo in Resolution Title

3. A Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service for Grocery and Beverage Items to Extend the Award of Bid for FY 23 (AF:129-2022) (David Frye)
 - Resolution
4. A Resolution Accepting a Grant from Battelle Memorial Institute for Kingsport City Schools and Authorizing the Mayor to Sign All Documents Necessary and Proper for the Same (AF:130-2022) (David Frye)
 - Resolution
5. A Resolution Accepting a Grant from Eastman Foundation for Kingsport City Schools (AF:144-2022) (David Frye)
 - Resolution
6. A Resolution Extending the Award of the Bid for School Nutrition Services Chicken Commodity Processing to Gold Creek Foods for FY 23 and Authorizing the Mayor to Sign All Documents Necessary and Proper for the Same (AF:153-2022) (David Frye)
 - Resolution
7. A Resolution Authorizing the Mayor to Execute an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF:140-2022) (Ryan McReynolds)
 - Resolution
8. A Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library (AF:145-2022) (Michael Borders)
 - Resolution
9. A Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 13th Annual World's Largest Swim Lesson (AF:150-2022) (Michael Borders)
 - Resolution
10. A Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF:136-2022) (Chief Phipps)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
- 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 the Gateway Review Commission

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

Action Form No.: AF-122-2022
Work Session: May 16, 2022
First Reading: N/A

Final Adoption: May 17, 2022
Staff Work By: Ken Weems
Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Curtis Montgomery to the Gateway Review Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five (5) years with no term limit. The board is comprised of seven (7) members; BMA representative (Alderman Cooper), Director of Planning (Ken Weems), and five (5) others fulfilling the eligibility requirements.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
John Perdue	3/31/24	2	At-large
Terry Cox	2/28/26	1	Architect
Christie Gott	2/28/26	1	At-large
Josh Davis	6/30/22	1	Educational Inst.
Debra Bridwell	6/30/22	3	Private Business

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
John Perdue	3/31/24	2	At-large
Terry Cox	2/28/26	1	Architect
Christie Gott	2/28/26	1	Educational Inst.
Curtis Montgomery	6/30/27	1	Private Business
Debra Bridwell	6/30/22	3	Private Business

Attachments:

1. Curtis Montgomery Bio

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

Curtis Montgomery

Curtis is a native of Kingsport, TN. He attended Dobyns-Bennett High School and went on to the University of Tennessee for undergrad and King University for his MBA. While attending King University he met his wife, Johanna. They reside in Kingsport and have two sons, Paul and Curtis.

Curtis had the opportunity to intern for Kingsport's Planning Department from 2014 through 2016. He currently works for Fidelity Investments as the Relationship Manager. When he has down time, he enjoys being able to spend time with his family and exploring genealogy sites to uncover his ancestors.



AGENDA ACTION FORM

Appointment to the Historic Zoning Commission

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

Action Form No.: AF-124-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Savannah Garland
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to reappoint Dineen West to the Historic Zoning Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five (5) years with no term limits. The board is comprised of seven (7) members; a representative of a local patriotic or historical organization, one architect, one Planning Commission Rep. at the time of appointment and four at-large members.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/24	1	At-large
Chip Millican	6/30/25	Fulfilling an unexpired term	Historian
Jewell McKinney	6/30/26	4	At-large
Jack Edwards	6/30/26	1	A-large
Dineen West	6/30/22	2	Architect
Brad Blackwell	6/30/23	Fulfilling an unexpired term	Planning Comm. Rep.
Jason Meredith	6/30/23	1	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/24	1	At-large
Chip Millican	6/30/25	Fulfilling an unexpired term	Historian
Jewell McKinney	6/30/26	4	At-large
Jack Edwards	6/30/26	1	A-large
Dineen West	6/30/27	3	Architect
Brad Blackwell	6/30/23	Fulfilling an unexpired term	Planning Comm. Rep.
Jason Meredith	6/30/23	1	At-large

Attachments:

1. Dineen West Bio

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



Dineen B. West, AIA
President
Cain Rash West Architects



Dineen West joined CRW Architects in September 1995 and became a partner in January 2014. Today, with over 35 years of professional experience, Dineen oversees planning, design, and construction over a wide range of corporate, educational, retail, institutional, hospitality, and healthcare projects.

Prior to her partnership with CRW Architects, Dineen worked for architectural firms in North Carolina and Florida gaining vast experience in educational design.

To broaden her awareness and understanding of architecture, Dineen has traveled and studied in 18 countries in Europe and Asia.

Dineen is very active in her community and is Vice-Chair of the Kingsport Historic Zoning Commission and supports the Tennessee Foundation for Architecture. She is past president of the NE TN AIA chapter, former Board Chair of Hands On! Regional Museum, and former member of the Board of Directors of Holston Valley Medical Center. Dineen holds a Bachelor of Architecture degree from Florida A&M University and maintains licensure in Tennessee, Virginia, and North Carolina.



AGENDA ACTION FORM

Appointment to the Kingsport Economic Development Board

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

Action Form No.: AF-131-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Pat Breeding to the Kingsport Economic Development Board to fulfill the unexpired term of Larry Estepp. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are six (6) years with no term limit. The board is comprised of nine (9) members all duly qualified electors of and taxpayers to the City of Kingsport.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Robert Feathers	1/1/26	4	At-large
Dennis Phillips	1/1/26	Fulfilling unexpired term	At-large
Larry Estepp	1/1/26	3	At-large
CeeGee McCord	1/1/28	3	At-large
Craig Denison	1/1/28	2	At-large
Bob Harshbarger	1/1/28	1	At-large
Julie Bennett	1/1/24	3	At-large
Thomas Kennedy	1/1/24	Fulfilling unexpired term	At-large
Steve LaHair	1/1/24	1	At-large

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Robert Feathers	1/1/26	4	At-large
Dennis Phillips	1/1/26	Fulfilling unexpired term	At-large
Pat Breeding	1/1/26	Fulfilling unexpired term	At-large
CeeGee McCord	1/1/28	3	At-large
Craig Denison	1/1/28	2	At-large
Bob Harshbarger	1/1/28	1	At-large
Julie Bennett	1/1/24	3	At-large
Thomas Kennedy	1/1/24	Fulfilling unexpired term	At-large
Steve LaHair	1/1/24	1	At-large

Attachments:

1. Pat Breeding Bio

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

Pat Breeding Bio:

May 2022

*I grew up in Kingsport and I'm a graduate of Dobyys Bennett HS. I also have a Bachelor of Science Degree in Construction Engineering Technology from East Tennessee State University. **(GO BUCS!)***

I have three incredible kids, Spencer 31 Y.O. / Austin 29 Y.O. / Alexis 28 Y.O.

I've been in the construction industry for over 34 years and I serve as President of GRC Construction, as well as a Vice President of CainRashWest Architects. A design build firm that has served Kingsport and our region for over 34 years. One of the most rewarding aspects about my profession is the opportunity to be involved in projects from concept to completion as well as the development of young professionals in the construction industry.

Currently I serve on the following Boards:

- The Friends of Warriors Path State Park
- Kiwanis Club of Kingsport
- Associated General Contractors of TN - Tri-Cities Branch.
- Greater Kingsport Family YMCA
- Regional Planning Commission for the City of Kingsport

In my spare time I enjoy spending time with my Family outdoors, either on the lake, water skiing and camping.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, May 2, 2022, 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 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
Michael Thompson, Public Works Director
Lisa Winkle, City Recorder/Treasurer
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
John Morris, Budget Officer
Ken Weems, Planning Manager
John Burkholder, Risk Manager
Tyra Copas, Human Resources 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. Absent: Alderman Darrell Duncan
3. **~~ECONOMIC DEVELOPMENT HUB~~**. Postponed.

NOTE: *The three public hearing items in section VI.A were discussed at this time, out of order, to accommodate individuals present. The regular work session agenda resumed thereafter.*

4. **UTILITY RATE PLAN.** Deputy City Manager introduced this item, pointing out this presentation would address the logic to a rate increase and new structure, noting Kingsport has always had historically low rates. He stated the wastewater system has been financially distressed the past three years and if the city does not take action to rectify the situation the state will step in. Bart Kreps and Delaney Ridgley from Raftelis presented information on a recent rate study and proposed a new rate structure and the impact it will have on customers. There was considerable discussion.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, May 2, 2022**

5. REVIEW OF AGENDA ITEMS ON THE MAY 3, 2022 REGULAR BUSINESS MEETING AGENDA. City staff gave a summary for each item on the proposed agenda. No items were discussed at greater length or received specific questions or concerns.

VI.A.1 Vacate a Portion of Legion Drive & Midland Drive Right-of-Way (AF: 98-2022). City Planner Savannah Garland presented this item, noting the benefits this would have to the school as well as cleaning up the map from a planning perspective.

VI.A.2 Amend Zoning of Sullivan County Tax Parcel ID 076 001.00 Located Off Princeton Road, New Moore Road and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District) (AF: 116-2022) Planning Manager Weems provided information on this item that would allow for the construction of a truck terminal. He confirmed the planning commission voted unanimously to send a favorable recommendation for the rezoning although there was some opposition from residents on Sherry Street. Mr. Weems stated their concerns included noise, light, displacement of wildlife and flooding issues. Deputy City Manager McRenolds pointed out the construction would not be in the floodplain and wouldn't make conditions worse in the area. Discussion ensued.

VI.A.3 Amend Zoning of Parcels 2, 3, 4, 5, 6, 7, 21 and a Portion of Parcel 2.10 Located Off Beartown Road and Deneen Lane from A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to M-2 (General Manufacturing District) (AF: 117-2022) Planning Manager Weems provided information on this item, discussing the development plans for the property and the purpose of the rezoning and combining four zones into one.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:15 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, May 3, 2022, 7:00 PM
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Paul Montgomery

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

J. Michael Billingsley, 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: Nia Ailshie.

II.B. INVOCATION: Paul Montgomery, Alderman.

III.A. ROLL CALL: By City Recorder Winkle. Absent: Darrell Duncan.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. National Drinking Water Week Proclamation (Alderman Montgomery)
2. Donald E. Hunter Excellence in Economic Development Award for Brickyard/Cement Hill Project (Vice Mayor George)

IV.B. APPOINTMENTS/REAPPOINTMENTS. None.

V. APPROVAL OF MINUTES.

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

A. April 18, 2022 Regular Work Session

B. April 19, 2022 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. **Vacate a Portion of Legion Drive & Midland Drive Right-of-Way**
(AF: 98-2022) (Savannah Garland).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 3, 2022**

PUBLIC COMMENT ON ITEM VI.A.1. None.

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY ALONG LEGION DRIVE AND MIDLAND DRIVE SITUATED IN THE CITY OF KINGSFORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

2. Amend Zoning of Sullivan County Tax Parcel ID 076 001.00 Located Off Princeton Road, New Moore Road and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District) (AF: 116-2022) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.2. Several citizens from Sherry Street spoke in opposition of this item, citing concerns this development might have on their property. These citizens included Debra Frazier, Amy Boone, Hedy Teague, Fred Hite and Sherry Carver. Jerry Petzoldt spoke in favor.

Motion/Second: Phillips/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG PRINCETON ROAD, NEW MOORE ROAD, AND SULLIVAN GARDENS PARKWAY FROM B-4P, PLANNED BUSINESS DISTRICT TO MX, MIXED-USE DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye” except Olterman voting “nay.”

3. Amend Zoning of Parcels 2, 3, 4, 5, 6, 7, 21 and a Portion of Parcel 2.10 Located Off Beartown Road and Deneen Lane from A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to M-2 (General Manufacturing District) (AF: 117-2022) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.3. Brian Williamson spoke in favor of this item.

Motion/Second: Montgomery/Olterman, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BEARTOWN ROAD AND DENEEN LANE FROM THE R-1B, P-1, A-1, AND R-3 DISTRICTS TO THE M-2, GENERAL MANUFACTURING DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; 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, May 3, 2022**

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. None.

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Budget Adjustment for Various Funds in FY22 (AF: 102-2022)
(Chris McCartt).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 7009, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Bid Award for Construction of Riverbend Park Phase 1 (AF: 111-2022) (Michael Borders/Kitty Frazier).

Motion/Second: Phillips/Montgomery, to pass:

Resolution No. 2022-223, A RESOLUTION AWARDDING THE BID FOR THE RIVERBEND PARK CONSTRUCTION PROJECT PHASE I, TO KING GENERAL CONTRACTORS, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

2. Authorize Reimbursement of Materials Agreement Funds to Orth Construction Related to Hunts Crossing Phase 1 Development (AF: 113-2022)
(Ryan McReynolds)

Motion/Second: George/Olterman, to pass:

Resolution No. 2022-224, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO ORTH CONSTRUCTION FOR THE HUNTS CROSSING PHASE 1 DEVELOPMENT

Passed: All present voting “aye.”

3. Blanket Order for Purchase of Copy Paper for FY23 from American Paper & Twine Pursuant to Tennessee State Contract (AF: 114-2022)
(Chris McCartt).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 3, 2022**

Motion/Second: Olterman/Cooper, to pass:

Resolution No. 2022-225, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET ORDER FOR THE PURCHASE OF COPY PAPER TO AMERICAN PAPER AND TWINE UTILIZING TENNESSEE STATE CONTRACT NO. 56924 FOR USE BY VARIOUS CITY AND SCHOOL DEPARTMENTS

Passed: All present voting “aye.”

4. Bid Award for Unleaded Gasoline and Ultra-Low Sulfur Diesel
(AF: 115-2022) (Ryan McReynolds).

Motion/Second: Montgomery/Olterman, to pass:

Resolution No. 2022-226, A RESOLUTION AWARDED THE BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT AND VEHICLES TO PETROLEUM TRADERS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

Motion/Second: George/Montgomery, to pass:

Resolution No. 2022-227, A RESOLUTION AWARDED THE BID FOR PURCHASE OF ULTRA - LOW SULFUR DIESEL FOR USE IN CITY EQUIPMENT AND VEHICLES TO PETROLEUM TRADERS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

5. Award Request for Proposals to Mark III Brokerage (AF: 119-2022) (Tyra Copas).

Motion/Second: Montgomery/Cooper, to pass:

Resolution No. 2022-228, A RESOLUTION AWARDED THE REQUEST FOR PROPOSALS TO MARK III BROKERAGE, INC., FOR EMPLOYEE BENEFITS CONSULTANT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

Passed: All present voting “aye.”

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

Motion/Second: George/Cooper, to adopt:

1. Reject Bid for Renovation of Former Sullivan North High School to Sevier Middle School (AF: 105-2022) (David Frye).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 3, 2022**

Pass:

Resolution No. 2022-229, A RESOLUTION REJECTING ALL BIDS RELATED TO THE RENOVATION OF SULLIVAN NORTH HIGH SCHOOL TO SEVIER MIDDLE SCHOOL PROJECT

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

2. Approve Sublease Agreement for Renaissance Center Space
(AF: 112-2022) (Michael Borders).

Pass:

Resolution No. 2022-230, A RESOLUTION APPROVING A SUBLEASE AGREEMENT BETWEEN SERENITY IMPROVEMENT AND AL-ANON FAMILY GROUP D/B/A VOICES WITH CHOICES FOR USE OF SPACE AT THE RENAISSANCE CENTER 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, George, Montgomery, Olterman, Phillips and Shull voting "aye."

3. Approve Agreement Allowing Kingsport Fire Department as an In-House Repair Center for Self-Contained Breathing Apparatuses (AF: 100-2022) (Chief Boyd).

Pass:

Resolution No. 2022-231, A RESOLUTION APPROVING AN AGREEMENT WITH SCOTT TECHNOLOGIES, INC., FOR THE KINGSFORT FIRE DEPARTMENT 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, George, Montgomery, Olterman, Phillips and Shull voting "aye."

4. Ratify Mayor's Signature for the National Wildlife Federation's Mayors' Monarch Pledge (AF: 123-2022) (Michael Borders).

Pass:

Resolution No. 2022-232, A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE FOR THE NATIONAL WILDLIFE FOUNDATION'S MAYOR'S MONARCH PLEDGE AND AUTHORIZING THE EXECUTION OF ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed in a roll call vote: Cooper, George, 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, May 3, 2022**

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt echoed the previous comments of the Vice-Mayor regarding the Economic Development award for Brickyard Park, pointing out the significance of this national recognition. He discussed the next steps for the Brickyard project and an upcoming TIF discussion with the developer that would be presented to the BMA and the Sullivan County Commission for approval.

B. MAYOR AND BOARD MEMBERS. Alderman Montgomery commented favorably on the momentum of the city, noting recent awards and projects. Alderman Phillips pointed out there were some big meetings coming up regarding the budget. He expressed his appreciation for Ken Weems and the planning department for preparing the Planning Commission when tough decisions have to be made, pointing out the public only sees the few times when there is opposition, but not the situations where planning resolves issues beforehand. Lastly he recognized this being Municipal Clerks Week. Alderman Olterman stated he was proud his oldest grandson would be running track for West Ridge. Alderman Cooper commented on the rezoning discussion, noting the BMA doesn't drive economic development and can't interfere with a private business transaction. She stated she understood the issues of the residents, but if the property meets the requirements then they can't stop it. Vice-Mayor George stated early voting results were starting to come in and thanked the candidates for running. She also mention she was glad the goats were coming back to Cement Hill. Mayor Shull commented on the inflation of gas and groceries, noting this issue would impact the budget hearings next week.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:25 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Budget Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, May 9, 2022, 2:00 PM
Boardroom – City Hall – 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 Montgomery
Alderman Tommy Olterman (*arrived after roll call*)
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
Jessica Harmon, Assistant City Manager
J Michael Billingsley, City Attorney
Bart Rowlett, Assistant City Attorney
Lisa Winkle, City Recorder/Treasurer
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
Tyra Copas, Human Resources Director
John Rose, Economic Development Director
John Morris, Budget Director
Adrienne Batara, Public Relations Director
Michael Thompson, Public Works Director
Angie Marshall, Municipal Clerk/Deputy City Recorder

1. **CALL TO ORDER:** 2:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By City Recorder/Treasurer Winkle.
3. **FY23 BUDGET REVIEW.** City Manager McCartt recognized the Leadership and Management Team members in attendance. He described the financial health of the city and the budget timeline, pointing out this was a year long process. Human Resources Manager Copas discussed the current employment climate, noting the city is at an all time high for turnover. She stated the biggest issue for losing employees is because of pay and noted the importance of bring the payscale up to market value. Mr. McCartt then presented the general fund operating and capital budgets. He confirmed for Alderman Phillips this is a balanced budget with no tax increase, although there was 2.3 million dollars in undfunded needs, including the competitive pay increase. The mayor suggested the board come to a consensus regarding employee pay, noting he wouldn't normally support a tax increase but ask for budget cuts. He pointed out the cuts have already been made due to inflation. The board asked staff to present a budget showing a twelve cent as well as a nineteen cent property tax increase.

**Minutes of the Budget Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, May 9, 2022**

NOTE: At this time the board took a five minute recess.

Deputy City Manager McReynolds presented the budget for utilities, highlighting both sewer and water fund projects as well as a debt summary for each fund if no additional projects were added. He then discussed the utility rates and the reasons that increases are necessary to implement. He described the four year phased approach on how the new rate structure would be implemented. He pointed out that even with the increase Kingsport is still competitive to other local cities. Mr. McReynolds confirmed if no action is taken then the state will step in since the sewer fund has been deficient the past three years. There was considerable discussion.

Alderman Phillips asked if there was any danger of projects currently budgeted for one price will come back higher once the budget is implemented. Budget Director Morris explained there is a contingency fund built in that would most likely cover an increase. He stated another option would be to break the project up into phases and just complete what is necessary in a phase one scenario. Some discussion followed.

4. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 4:42 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Budget Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Thursday, May 12, 2022, 2:00 PM
Boardroom – City Hall – 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 Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
Jessica Harmon, Assistant City Manager
J Michael Billingsley, City Attorney
Bart Rowlett, Assistant City Attorney
Lisa Winkle, City Recorder/Treasurer
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
Tyra Copas, Human Resources Director
John Rose, Economic Development Director
John Morris, Budget Director
Adrienne Batara, Public Relations Director
Michael Thompson, Public Works Director
Angie Marshall, Municipal Clerk/Deputy City Recorder

1. **CALL TO ORDER:** 2:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By City Recorder/Treasurer Winkle.
3. **FY23 BUDGET REVIEW.** School Superintendent Jeff Moorhouse and Finance Director David Frye presented the general fund budget for the school system. Dr. Moorhouse pointed out the 3% pay increase for employees was dependant upon the city assuming the school resource officer position pay. Mr. Fye also talked about the school nutrition budget, pointing out it was self-supporting. He did mention the universal feeding program providing free lunch to all students would not be available next year. Discussion ensued regarding the Community Eligibility Program. Dr. Moorhouse noted the Board of Education approved this budget at their meeting earlier this week.

NOTE: At this time the board took a five minute recess.

**Minutes of the Budget Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Thursday, May 12, 2022**

City Manager McCartt presented additional information to answer some questions that arose after the discussion from the work session on Monday. He defined the gaps in the budget and why the city is in this position, highlighting key revenues and expenditures. Mr. McCartt then discussed revenue projections and the expected growth in regards to economic development, noting this is difficult to predict as there are many factors that contribute. He presented anticipated growth based on a 12 cent, 15 cent and 19 cent property tax increase through fiscal year 2025 as well as what those increases would potentially fund. The city manager stated he would like to have a general direction from the board on which path to move forward with so that the budget can be advertised in time for a first reading in June. After considerable discussion, the board was in agreement with the 12 cent property tax increase. The mayor commented this hasn't been his favorite meeting but appreciated the board's input and attention to this budget. Mr. McCartt pointed out this would be very impactful to the employees. The mayor thanked staff and expressed his appreciation.

4. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 4:33 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

An Ordinance to Amend the FY 2022 the General Purpose School Fund and the General Project Fund Budgets

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

Action Form No.: AF-137-2022
 Work Session: May 16, 2022
 First Reading: May 17, 2022

Final Adoption: June 7, 2022
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2022 budget amendment number five at their meeting on May 3, 2022. This amendment decreases the General Purpose School Fund budget by \$3,932,725.00. The estimated revenue for state funds is being increased by \$982,707.00 for the KCS summer learning programs. Other Local Revenue is being increased by \$10,324.00 for the lighting upgrade at J Fred Johnson stadium. These are donations for Cora Cox Academy of \$5,191.00. There is a net decrease in Fund Balance Appropriations of \$3,932,725.00. The fund balance appropriation of \$5,260,192.00 for the Sullivan North/Sevier Middle School renovation is returned, since the project is now on hold. There is an additional fund balance appropriation of \$139,245.00 for the relocation of the Sullivan North cooling tower to Robinson Middle School and a fund balance appropriation of \$190,000.00 to complete the funding for the lighting upgrade at J Fred Johnson stadium. This amendment also makes adjustments to the current General Project accounts for the Sullivan North Renovations, the Robinson Cooling Tower, Future School Capital Projects. There are new projects being established for Lighting Upgrades at J Fred Johnson Stadium (\$750,324) and KCS Security/Technology Upgrades (\$218,200).

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five – FY 2022

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	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS
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 General Purpose School Fund Budget be amended by increasing the estimated revenue for Other State Education Funds by \$982,707; the estimated revenue for Other Local Revenues by \$15,515. The estimated revenue for Fund Balance Appropriations will be decreased by \$4,930,947. The expenditure budget will be amended by increasing the appropriations for Dobyns-Bennett Student Support by \$50,000; the appropriation J Fred Johnson Stadium Lighting Upgrades by \$150,324; the appropriations for the Summer Learning Program by \$982,707; the appropriations for Cora Cox Academy Other Expenses by \$5,191; the appropriation for Fund Transfers for the Robinson Cooling Tower Replacement by \$139,245; the appropriations for Nursing and Counselor salaries and benefits by \$1,012,200 and by decreasing the appropriations for the Sullivan North Renovations by \$6,272,392. The appropriations for various expenditure accounts for Robinson Middle School, Sevier Middle School, Jackson Elementary School, Cora Cox Academy, and the Technology Department will be increased by \$255,817 and decreased by \$255,817. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Robinson Cooling Tower project (GP2210) by \$140,000; the estimated revenues and appropriations for the J Fred Johnson Stadium Lighting Upgrade project (GP22**) by \$750,324; the estimated revenues and appropriations for the School Security/Technology Upgrade project (GP22**) by \$218,200 and by decreasing the estimated revenues and appropriations for the Future School Capital Projects (GP1737) by \$755 and the estimated revenues and appropriations for the Sullivan North/Sevier Middle School Renovations project (GP1733) by \$6,672,392.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-338-6590 Other State Revenue	417,567	982,707	1,400,274
141-0000-369-4990 Other Local Revenue	1,122,243	15,515	1,137,758
141-0000-390-0000 Fund Balance Appropriations	6,582,427	(4,930,947)	1,651,480
<i>Totals</i>	8,122,237	(3,932,725)	4,189,512

<u>Expenditures:</u>	\$	\$	\$
141-7150-711-0116 Re Ed – Teacher Salaries	26,891,577	10,000	26,901,577
141-7200-773-0499 Other Std Sup – DB Supplies	0	40,000	40,000
141-7650-871-0707 Capital Outlay – Building Imp	998,650	(600,000)	398,650
141-7950-881-0590 Fund Transfers	7,011,792	750,324	7,762,116
141-7150-711-0116 Re Ed – Teacher Salaries	26,901,577	546,611	27,448,188
141-7150-711-0163 Re Ed – Inst Assistants	1,385,100	129,600	1,514,700
141-7150-711-0201 Re Ed – Social Security	1,676,200	41,766	1,717,966
141-7150-711-0204 Re Ed – Retirement	2,759,400	59,265	2,818,665
141-7150-711-0210 Re Ed – Unemp Ins	21,700	590	22,290
141-7150-711-0211 Re Ed – Local Retirement	18,800	4,140	22,940

141-7150-711-0212	Re Ed – Medicare	392,000	9,775	401,775
141-7150-711-0429	Re Ed – Inst Supplies	570,751	24,167	594,918
141-7150-711-0599	Re Ed – Other Charges	0	481	481
141-7250-772-0131	Health Ser – Medical Per	1,000	10,800	11,800
141-7250-772-0201	Health Ser – Social Security	50	670	720
141-7250-772-0204	Health Ser – Retirement	100	1,080	1,180
141-7250-772-0212	Health Ser – Medicare	0	157	157
141-7250-791-0513	Board of Ed – Workers Comp	193,300	2,314	195,614
141-7250-801-0162	Principals – Clerical	144,600	14,400	159,000
141-7250-801-0201	Principals – Social Sec	167,700	893	168,593
141-7250-801-0204	Principals – Retirement	268,600	1,440	270,040
141-7250-801-0212	Principals – Medicare	39,200	209	39,409
141-7250-831-0105	Transportation – Supervisors	62,550	5,000	67,550
141-7250-831-0146	Transportation – Bus Drivers	538,300	52,800	591,100
141-7250-831-0189	Transportation – Other Wage	0	5,124	5,124
141-7250-831-0201	Transportation – Social Sec	34,000	3,782	37,782
141-7250-831-0204	Transportation – Retirement	45,500	3,916	49,416
141-7250-831-0211	Transportation – Local Retire	19,800	2,640	22,440
141-7250-831-0212	Transportation – Medicare	7,800	885	8,685
141-7250-831-0412	Transportation – Diesel Fuel	0	39,600	39,600
141-7250-831-0425	Transportation – Gasoline	0	20,602	20,602
141-7250-772-0131	Health Ser – Medical Per	11,800	615,600	627,400
141-7250-772-0201	Health Ser – Social Security	720	44,900	45,620
141-7250-772-0204	Health Ser – Retirement	1,180	75,500	76,680
141-7250-772-0206	Health Ser – Life Ins	0	1,600	1,600
141-7250-772-0207	Health Ser – Medical Ins	0	92,200	92,200
141-7250-772-0209	Health Ser – LTD	0	2,200	2,200
141-7250-772-0210	Health Ser – Unemployment	0	1,300	1,300
141-7250-772-0212	Health Ser – Medicare	157	10,500	10,657
141-7250-773-0123	Other Std Sup – Counselors	1,208,300	133,200	1,341,500
141-7250-773-0201	Other Std Sup – Social Sec	93,900	7,900	101,800
141-7250-773-0204	Other Std Sup – Retirement	163,750	13,500	177,250
141-7250-773-0207	Other Std Sup – Medical Ins	210,500	11,900	222,400
141-7250-773-0212	Other Std Sup – Medicare	21,800	1,900	23,700
141-7950-881-0590	Fund Transfers	7,762,116	(6,272,392)	1,489,724
141-7205-781-0433	Re Ed Sup – RNR A/V	7,214	(6,266)	948
141-7605-871-0790	Cap Outlay – RNR Equip	21,647	6,266	27,913
141-7110-711-0429	Re Ed – Sevier Inst Sup	37,366	(12,500)	24,866
141-7110-711-0722	Re Ed – Sevier Inst Equip	14,099	(5,000)	9,099
141-7210-773-0599	Oth Std Sup – Sevier St Trav	8,000	(7,000)	1,000
141-7210-801-0435	Prin Off – Sevier Office Sup	3,498	(1,000)	2,498
141-7610-871-0790	Cap Outlay – Sevier Equip	13,117	25,500	38,617
141-7215-801-0435	Prin Off – Jackson Prin Trav	2,000	(1,851)	149
141-7615-871-0790	Cap Outlay – Jackson Equip	8,712	1,851	10,563
141-7147-711-0429	Re Ed – Cora Cox Inst Sup	6,000	(3,000)	3,000
141-7147-711-0449	Re Ed – Cora Cox Textbooks	1,000	(1,000)	0
141-7247-781-0457	Re Ed Sup – CCA Prof Dev	1,000	2,000	3,000
141-7247-781-0599	Re Ed Sup – CCA Other	1,250	2,000	3,250
141-7161-711-0722	Re Ed – Tech Inst Equip	681,516	(159,300)	522,216
141-7250-785-0499	Technology – Other Supplies	66,874	(41,000)	25,874
141-7250-785-0790	Technology – Other Equip	246,514	(17,900)	228,614

141-7950-881-0590 Fund Transfers	1,489,724	218,200	1,707,924
141-7247-782-0599 Re Ed Sup – Cora Cox Other	1,250	5,191	6,441
141-7950-881-0590 Fund Transfers	1,708,624	139,245	1,847,869
Totals	83,943,675	(3,932,725)	80,010,950

Fund 311: General Project Fund
Future School Capital Projects (GP1737)

Revenues:	\$	\$	\$
311-0000-361-1050 School Bond Interest	69,100	0	69,100
311-0000-391-2100 Transfer from School Fund	113,428	(755)	112,673
311-0000-391-2150 Sullivan Co School Bonds	755,217	0	755,217
Total:	937,745	(755)	936,990

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	805,318	0	805,318
311-0000-601-2023 Architect/Engineering Fee	93,026	0	93,026
311-0000-601-9004 Equipment	39,401	(755)	38,646
Total:	937,745	(755)	936,990

Sullivan North/Sevier Middle School
Renovation Project (GP)

Revenues:	\$	\$	\$
311-0000-331-5600 E-Rate Funds	400,000	(400,000)	0
311-0000-361-1050 School Bond Interest	679,792	0	679,792
311-0000-368-1051 GO Bonds Series 2015 A	25,000	0	25,000
311-0000-368-1054 GO Bonds Series 2016	193,621	0	193,621
311-0000-368-1056 GO Bonds Series 2018 A	69,799	0	69,799
311-0000-368-1066 GO Bonds Series 2019	927,267	0	927,267
311-0000-368-1069 GO Bonds Series 2021	5,523,000	0	5,523,000
311-0000-368-2101 Premium From Bonds	625,765	0	625,765
311-0000-601-2100 Transfer from School Fund	6,272,392	(6,272,392)	0
311-0000-391-2150 Sullivan Co School Bonds	2,365,050	0	2,365,050
Total:	17,081,686	(6,672,392)	10,409,294

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	14,298,604	(6,272,392)	8,026,212
311-0000-601-2023 Architect/Engineering Fees	1,482,050	0	1,482,050
311-0000-601-9004 Equipment	1,225,000	(400,000)	825,000
311-0000-601-4041 Bond Sale Expense	76,032	0	76,032
Total:	17,081,686	(6,672,392)	10,409,294

Robinson Cooling Tower Project (GP2210)

Revenues:	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	275,000	140,000	415,000
Total:	275,000	140,000	415,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	250,000	135,000	385,000
311-0000-601-2023 Architect/Engineering Fees	25,000	5,000	30,000
Total:	275,000	140,000	415,000

School Security/Technology Upgrades Project (GP22)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	0	218,200	218,200
Total:	0	218,200	218,200

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9004 Equipment	0	218,200	218,200
Total:	0	218,200	218,200

J Fred Johnson Stadium Lighting Upgrades Project (GP22)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	0	750,324	750,324
Total:	0	750,324	750,324

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	24,000	24,000
311-0000-601-2023 Architect/Engineering Fees	0	726,324	726,324
Total:	0	750,324	750,324

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.

ATTEST:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

May 3, 2022

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2021-2022
BUDGET AMENDMENT NUMBER FIVE

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: J FRED JOHNSON STADIUM LIGHTING UPGRADE

The Board of Education previously approved the acceptance of a donation and appropriated funds in the amount of \$600,000 for lighting upgrades at J Fred Johnson Stadium. The final amount of the donation was \$543,324.

The second installment (\$243,324) of the donation has restrictions. The donor has allocated \$30,000 to the boys' basketball team, \$20,000 to the Spirit Shakers, \$170,000 to the base lighting package, and the balance of \$23,324 to the up-lighting package.

The base lighting package has a total cost of \$660,000. The final amount of the donation to be allocated to this is \$470,000. This leaves a balance of \$190,000 to be funded by the General Purpose School Fund.

Visit Kingsport has agreed to contribute \$67,000 towards the purchase and installation of the up-lighting package. With this contribution and the donation of \$23,324 there is now sufficient funding to proceed with the addition of the up-lights at a total cost of \$90,000.

It is recommended that the estimated revenue for Other Local Revenue be increased by the net amount of \$10,324 and the estimated revenue for Fund Balance Appropriations be increased by \$190,000. It is also recommended that the appropriation for Dobyns-Bennett Student Support be increased by \$50,000, the appropriation for Other Capital Outlay be decreased by \$600,000, and the appropriation for Fund Transfers will be increased by \$750,324. Since the lighting project will cover multiple fiscal years it is recommended that these funds be transferred to a multi-year project account.

ITEM TWO: LEARNING CAMPS

The State has allocated \$982,707 for Summer Learning Camps. This consists of sub-grants for Summer Learning (\$499,819), Bridge Camp (205,733), STREAM (\$142,806), and Summer Learning Transportation (\$134,349). These funds will be spent on personnel, supplies and materials, and transportation costs for our summer learning program. It is recommended that the estimated revenue for Other State Education grants and the appropriations for various salary and benefit, supplies and materials, and transportation accounts be increased by \$982,707.

ITEM THREE: SULLIVAN NORTH RENOVATIONS/FUND BALANCE APPROPRIATIONS

Budget amendment four appropriated \$5,260,192 on Unreserved Fund Balance funds and \$1,012,200 of available nursing and counselor salaries to fund a portion of the planned Sullivan

North renovations. Since the renovation project is now on hold it is recommended that those funds be returned to the General Purpose School Fund. It is recommended that the estimated revenue for Fund Balance Appropriations be decreased by \$5,260,192. It is further recommended that the appropriations for nursing salaries and benefits be increased by \$843,800, the appropriations for counselor salaries and benefits be increased by 168,400, and that the appropriations for Fund Transfers be decreased by \$6,272,392.

ITEM FOUR: ROBINSON COOLING TOWER/FUND BALANCE APPROPRIATIONS

The total project costs for the Robinson Cooling Tower is \$415,000. Budget amendment number four funded \$275,000 of this cost and \$755 will be transferred from the Future School Capital Projects account. In order to complete the funding for this project and additional \$139,245 will need to be appropriated from the Unreserved Fund Balance. It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriations for Fund Transfers be increased by \$139,245.

ITEM FIVE: CORA COX DONATIONS

Cora Cox has received donations of \$5,190.75. These donations have been received from:

- First Presbyterian Church - \$1,500
- Morgan Stanley Gift Fund - \$1,000
- Madelyn and Stewart Baggett \$1,500
- Waverly Road Presbyterian Church - \$103.75
- Food City - \$250
- Rotary Club - \$117
- Darrell Duncan - \$100
- Jeff Fleming - \$120
- Nancy Knight - \$200
- Thomas Segelhorst - \$100
- William Sumner – 100
- Clayton Wlaker - \$100

The Cora Cox administration has requested that these funds be added to their Awards and Dues account to fund various functions and incentives for Cora Cox students. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Cora Cox Awards and Dues in increased by \$5,191.

ITEM SIX: MISCELLANEOUS TRANSFERS

- Robinson – Robinson Middle School has requested to transfer \$6,266 from their Audio-Visual account to their Non-Instructional Equipment account. These funds will be used to purchase classroom furniture.
- Sevier – Sevier Middle School has requested to transfer \$12,500 of their Instructional Supply funds, \$5,000 of their Instructional Equipment funds, \$7,000 of their Student Travel funds, and \$1,000 of their Office supply funds to their Non-Instructional Equipment account (\$25,500). These funds will be used to purchase classroom furniture.
- Jackson – Jackson elementary has requested to transfer \$1,851 from their Principal Travel

account to their Non-Instructional Equipment account. These funds will be used to purchase classroom furniture.

- Cora Cox Academy – Cora Cox Academy has requested to transfer \$3,000 of Instructional Supply funds and \$1,000 of Textbook funds to their Staff Development account (\$2,000) and to their Awards and Dues account (\$2,000).
- Technology – The purchase of teacher computers for FY 2022 was funded with ESSER funds. This will allow funds to be available to upgrade our video surveillance system. The Technology Department is recommending transferring \$159,300 from their Instructional Equipment account, \$41,000 from their Other Supply account, and \$17,900 from their Non-Instructional Equipment account to the Fund Transfer account. These funds (\$218,200) will be transferred to a multi-year capital improvement project.

FEDERAL PROJECTS FUND

The Federal Projects Fund was previously approved for a budget total of \$22,403,109. There have been six additional grants received from the American Recovery Act and The State of Tennessee. The total of these new grants is \$2,938,036. These grants are:

1. ARP IDEA Part B - \$420,053
2. ARP IDEA Preschool - \$28,006
3. ARP Homeless 1.0 – \$110,000
4. ARP Homeless 2.0 – 119,401
5. Epidemiology and Laboratory Capacity - \$2,022,576
6. TN All Corps - \$238,000

There have been minor changes in a number of other grants that have resulted in a net decrease of \$15,960. It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$2,922,076. The revised Federal Projects budget will be \$25,325,185.

SCHOOL SPEICAL PROJECTS FUND

The School Special Projects Fund was previously approved for a budget total of \$1,053,006. There has been three additional grants received. These grants are:

1. STEM Activities Grant at Washington Elementary School - These funds are from a grant from Battelle Education of \$13,786 and a donation of \$2,900 from the Washington PTA, for a total of \$16,686.
2. Eastman Foundation Grant – This is a \$10,000 grant to provide assistance to the Homeless Education program and the Family Resource Center program.
3. Battelle Memorial Institute Grant – This is a \$25,000 grant to support outdoor learning environments district wide.

The State grants for Coordinated School Health, Homeless Education program, State Pre-School, and the State Safe Schools grants have had net adjustments of an increase of \$30,809.

There have been donations received for the Family Resource program and Homeless Education Program of \$22,830. These donations are from:

- Family Resource Program
 - St. Paul's Episcopal Church - \$6,057
 - Midfield Freewill Baptist Church - \$600
 - First Presbyterian Church - \$364
 - Bays Mt Baptist Church - \$16
 - Mr and Mrs Cwirko - \$1,000
 - Kiwanis Club - \$7,485
 - Xi Beta Upsilon - \$100
- Homeless Assistance Program
 - Calvary Baptist Church - \$50
 - Waverly Road Presbyterian Church - \$2,000
 - Class of 1981 - \$3,460
 - Kristi Krcal - \$500
 - First Presbyterian Church - \$998
 - Calvary Baptist Church - \$200

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$105,325. The revised School Special Projects budget will be \$1,158,331.

CAPITAL PROJECTS FUND

FUTURE SCHOOL CAPITAL PROJECTS (GP1737)

This project was previously closed. Since that time there was a decrease in expenditures of \$755. This has resulted in a small balance. It is recommended that this budget be amended by \$755 by decreasing the estimated revenue for Transfers from School fund and by decreasing the appropriation for Other Equipment by \$755. These funds will be moved to the Robinson Cooling Tower Project.

ROBINSON MIDDLE SCHOOL COOLING TOWER (GP2210)

This project has current total funding of \$275,000. The total project costs including architect fees and contingency is \$410,734. It is recommended that the project funding be established at \$415,000, to allow for any miscellaneous expenses. \$755 will be moved from the Future School Capital Projects account and \$139,245 will be transferred from the General Purpose School Fund. It is recommended that the estimated revenue for Transfers from School Fund and the appropriation for Contraction Contracts be increased by \$140,000.

J FRED JOHNSON STADIUM LIGHTING IMPROVEMENTS (GP22)**

Since the project will span multiple fiscal years, it is recommended that a General Project Fund project be established. It is recommended that the estimated revenue for Transfers from School Fund and the appropriation for Contraction Contracts be increased by \$750,324.

SECURITY/TECHNOLOGY UPGRADES (GP22)**

A new capital projects needs to be established for upgrades to our school security system. This project will upgrade the infrastructure of this system, as well as some front end devices. Funds have been identified within the current year technology budget to fund this project. We are recommending this project be established since it will span multiple fiscal years. It is recommended that the estimated revenue for Transfers from the School Fund and appropriations for Other Equipment be increased by \$218,200.

SULLIVAN NORTH RENOVATION PROJECT (GP1733)

With the approval of budget amendment number four, this project was funded with a total budget of \$24,200,000. Subsequent to the approval of the budget, bids were received and due to the amount of the single bid, the bid has been rejected and the project has been put on hold. A portion of the funding came from an appropriation of the General Purpose School Fund and an appropriation of E-Rate funds. Since the project is now on hold these appropriations need to be reversed.

It is recommended that the estimated revenues for Transfers from the School Fund be decreased by \$6,272,392 and the estimated revenues from E-Rate funds be decreased by \$400,000. It is further recommended that the appropriation from Constructions Contracts be decreased by \$6,272,392 and the appropriation for Equipment be decreased by \$400,000.

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2021-2022

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
ARP IDEA Part B	\$ 0	420,053		\$ 420,053
ARP IDEA Preschool	0	28,006		28,006
ARP Homeless 1.0	0	110,000		110,000
ARP Homeless 2.0	0	119,401		119,401
Elementary & Secondary School Emergency Relief (ESSER) 3.0	17,075,503			17,075,503
Epidemiology and Laboratory Capacity	0	2,022,576		2,022,576
Title I, Part A: Improving Academic Achievement/Disadvantaged	2,252,310		207	2,252,103
Title I, Part A: Neglected	21,624			21,624
Title II, Part A: Teacher and Principal Training and Recruiting	517,678	304		517,982
Title III, Part A: English Language Acquisition	13,627	488		14,115
Title IV	173,527	145		173,672
Consolidated Administration	152,310	526		152,836
IDEA, Part-B: Special Education	1,684,652		19,197	1,665,455
IDEA, Pre-School: Special Education	53,506	701		54,207
IDEA Partnership for Systemic Change (Preschool)	22,000			22,000
IDEA Partnership for Systemic Change (K-12)	40,000			40,000
TN All Corps	0	238,000		238,000
Transition School To Work	250,000	1,280		251,280
Carl Perkins: Vocational	146,372			146,372
Total Federal Projects	\$ 22,403,109	\$ 2,941,480	\$ 19,404	\$ 25,325,185

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2021-2022

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health	\$ 127,870	110		\$ 127,980
Batelle Outdoor Learning Grant	0	25,000		25,000
Eastman Foundation grant	0	10,000		10,000
Family Resource Center	50,000	15,622		65,622
Homeless Education Program	55,000	18,271		73,271
State - Pre-School Grant	592,716		3,204	589,512
Safe Schools Act Grant	173,700	22,840		196,540
Washington STEM	0	16,686		16,686
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,053,006	\$ 108,529	\$ 3,204	\$ 1,158,331



AGENDA ACTION FORM

An Ordinance to Amend the FY 2022 Schools Federal Projects Fund Budget

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

Action Form No.: AF-138-2022
 Work Session: May 16, 2022
 First Reading: May 17, 2022

Final Adoption: June 7, 2022
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the ordinance.

Executive Summary:

On May 3, 2022, the Board of Education approved an amendment to the FY 2021-2022 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$22,403,109.00, based on estimated amounts. There are six new grants and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$2,922,076.00. This makes the amended total \$25,325,185.00.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five – FY 2022

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	—	—	—

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2022 SCHOOL
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2022 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
AC2201 TN All Corps	0	238,000	238,000
ADMN22 Consolidated Administration	152,310	526	152,836
AIB022 ARP IDEA Part B	0	420,053	420,053
AIP022 ARP IDEA Preschool	0	28,006	28,006
CPG022 Carl Perkins Grant	146,372	0	146,372
EL2201 Epidemiology and Laboratory Capacity	0	2,022,576	2,022,576
ESSER 3.0	17,075,503	0	17,075,503
HA1022 ARP Homeless 1.0	0	110,000	110,000
HA2022 ARP Homeless 2.0	0	119,401	119,401
IK1222 Partnership for Systemic Change K-12	40,000	0	40,000
IPRE22 Partnership for Systemic Change Pre-K	22,000	0	22,000
PS2201 IDEA Pre-School	53,506	701	54,207
TSW022 Transition School to Work Grant	250,000	1,280	251,280
T12201 Title I	2,252,310	(207)	2,252,103
T122N1 Title I Neglected	21,624	0	21,624
T22201 Title II	517,678	304	517,982
T32201 Title III	13,627	488	14,115
T42201 Title IV	173,527	145	173,672
T62201 IDEA Part-B	1,684,652	(19,197)	1,665,455
<i>Totals:</i>	22,403,109	2,922,076	25,325,185
<u>Expenditures:</u>	\$	\$	\$
Instruction	10,937,706	(6,360,512)	4,577,194
Support Services	3,054,060	5,845,935	8,899,995
Non-Instructional Services	0	194,696	194,696
Capital Outlay	8,000,000	3,238,945	11,238,945
Other Charges (Fund Transfers)	411,343	3,012	414,355
<i>Totals:</i>	22,403,109	2,922,076	25,325,185

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.

ATTEST:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

May 3, 2022

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2021-2022
BUDGET AMENDMENT NUMBER FIVE

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: J FRED JOHNSON STADIUM LIGHTING UPGRADE

The Board of Education previously approved the acceptance of a donation and appropriated funds in the amount of \$600,000 for lighting upgrades at J Fred Johnson Stadium. The final amount of the donation was \$543,324.

The second installment (\$243,324) of the donation has restrictions. The donor has allocated \$30,000 to the boys' basketball team, \$20,000 to the Spirit Shakers, \$170,000 to the base lighting package, and the balance of \$23,324 to the up-lighting package.

The base lighting package has a total cost of \$660,000. The final amount of the donation to be allocated to this is \$470,000. This leaves a balance of \$190,000 to be funded by the General Purpose School Fund.

Visit Kingsport has agreed to contribute \$67,000 towards the purchase and installation of the up-lighting package. With this contribution and the donation of \$23,324 there is now sufficient funding to proceed with the addition of the up-lights at a total cost of \$90,000.

It is recommended that the estimated revenue for Other Local Revenue be increased by the net amount of \$10,324 and the estimated revenue for Fund Balance Appropriations be increased by \$190,000. It is also recommended that the appropriation for Dobyns-Bennett Student Support be increased by \$50,000, the appropriation for Other Capital Outlay be decreased by \$600,000, and the appropriation for Fund Transfers will be increased by \$750,324. Since the lighting project will cover multiple fiscal years it is recommended that these funds be transferred to a multi-year project account.

ITEM TWO: LEARNING CAMPS

The State has allocated \$982,707 for Summer Learning Camps. This consists of sub-grants for Summer Learning (\$499,819), Bridge Camp (205,733), STREAM (\$142,806), and Summer Learning Transportation (\$134,349). These funds will be spent on personnel, supplies and materials, and transportation costs for our summer learning program. It is recommended that the estimated revenue for Other State Education grants and the appropriations for various salary and benefit, supplies and materials, and transportation accounts be increased by \$982,707.

**ITEM THREE: SULLIVAN NORTH RENOVATIONS/FUND BALANCE
APPROPRIATIONS**

Budget amendment four appropriated \$5,260,192 on Unreserved Fund Balance funds and \$1,012,200 of available nursing and counselor salaries to fund a portion of the planned Sullivan

North renovations. Since the renovation project is now on hold it is recommended that those funds be returned to the General Purpose School Fund. It is recommended that the estimated revenue for Fund Balance Appropriations be decreased by \$5,260,192. It is further recommended that the appropriations for nursing salaries and benefits be increased by \$843,800, the appropriations for counselor salaries and benefits be increased by 168,400, and that the appropriations for Fund Transfers be decreased by \$6,272,392.

ITEM FOUR: ROBINSON COOLING TOWER/FUND BALANCE APPROPRIATIONS

The total project costs for the Robinson Cooling Tower is \$415,000. Budget amendment number four funded \$275,000 of this cost and \$755 will be transferred from the Future School Capital Projects account. In order to complete the funding for this project and additional \$139,245 will need to be appropriated from the Unreserved Fund Balance. It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriations for Fund Transfers be increased by \$139,245.

ITEM FIVE: CORA COX DONATIONS

Cora Cox has received donations of \$5,190.75. These donations have been received from:

- First Presbyterian Church - \$1,500
- Morgan Stanley Gift Fund - \$1,000
- Madelyn and Stewart Baggett \$1,500
- Waverly Road Presbyterian Church - \$103.75
- Food City - \$250
- Rotary Club - \$117
- Darrell Duncan - \$100
- Jeff Fleming - \$120
- Nancy Knight - \$200
- Thomas Segelhorst - \$100
- William Sumner – 100
- Clayton Wlaker - \$100

The Cora Cox administration has requested that these funds be added to their Awards and Dues account to fund various functions and incentives for Cora Cox students. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Cora Cox Awards and Dues in increased by \$5,191.

ITEM SIX: MISCELLANEOUS TRANSFERS

- Robinson – Robinson Middle School has requested to transfer \$6,266 from their Audio-Visual account to their Non-Instructional Equipment account. These funds will be used to purchase classroom furniture.
- Sevier – Sevier Middle School has requested to transfer \$12,500 of their Instructional Supply funds, \$5,000 of their Instructional Equipment funds, \$7,000 of their Student Travel funds, and \$1,000 of their Office supply funds to their Non-Instructional Equipment account (\$25,500). These funds will be used to purchase classroom furniture.
- Jackson – Jackson elementary has requested to transfer \$1,851 from their Principal Travel

account to their Non-Instructional Equipment account. These funds will be used to purchase classroom furniture.

- Cora Cox Academy – Cora Cox Academy has requested to transfer \$3,000 of Instructional Supply funds and \$1,000 of Textbook funds to their Staff Development account (\$2,000) and to their Awards and Dues account (\$2,000).
- Technology – The purchase of teacher computers for FY 2022 was funded with ESSER funds. This will allow funds to be available to upgrade our video surveillance system. The Technology Department is recommending transferring \$159,300 from their Instructional Equipment account, \$41,000 from their Other Supply account, and \$17,900 from their Non-Instructional Equipment account to the Fund Transfer account. These funds (\$218,200) will be transferred to a multi-year capital improvement project.

FEDERAL PROJECTS FUND

The Federal Projects Fund was previously approved for a budget total of \$22,403,109. There have been six additional grants received from the American Recovery Act and The State of Tennessee. The total of these new grants is \$2,938,036. These grants are:

1. ARP IDEA Part B - \$420,053
2. ARP IDEA Preschool - \$28,006
3. ARP Homeless 1.0 – \$110,000
4. ARP Homeless 2.0 – 119,401
5. Epidemiology and Laboratory Capacity - \$2,022,576
6. TN All Corps - \$238,000

There have been minor changes in a number of other grants that have resulted in a net decrease of \$15,960. It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$2,922,076. The revised Federal Projects budget will be \$25,325,185.

SCHOOL SPEICAL PROJECTS FUND

The School Special Projects Fund was previously approved for a budget total of \$1,053,006. There has been three additional grants received. These grants are:

1. STEM Activities Grant at Washington Elementary School - These funds are from a grant from Battelle Education of \$13,786 and a donation of \$2,900 from the Washington PTA, for a total of \$16,686.
2. Eastman Foundation Grant – This is a \$10,000 grant to provide assistance to the Homeless Education program and the Family Resource Center program.
3. Battelle Memorial Institute Grant – This is a \$25,000 grant to support outdoor learning environments district wide.

The State grants for Coordinated School Health, Homeless Education program, State Pre-School, and the State Safe Schools grants have had net adjustments of an increase of \$30,809.

There have been donations received for the Family Resource program and Homeless Education Program of \$22,830. These donations are from:

- Family Resource Program
 - St. Paul's Episcopal Church - \$6,057
 - Midfield Freewill Baptist Church - \$600
 - First Presbyterian Church - \$364
 - Bays Mt Baptist Church - \$16
 - Mr and Mrs Cwirko - \$1,000
 - Kiwanis Club - \$7,485
 - Xi Beta Upsilon - \$100
- Homeless Assistance Program
 - Calvary Baptist Church - \$50
 - Waverly Road Presbyterian Church - \$2,000
 - Class of 1981 - \$3,460
 - Kristi Krcal - \$500
 - First Presbyterian Church - \$998
 - Calvary Baptist Church - \$200

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$105,325. The revised School Special Projects budget will be \$1,158,331.

CAPITAL PROJECTS FUND

FUTURE SCHOOL CAPITAL PROJECTS (GP1737)

This project was previously closed. Since that time there was a decrease in expenditures of \$755. This has resulted in a small balance. It is recommended that this budget be amended by \$755 by decreasing the estimated revenue for Transfers from School fund and by decreasing the appropriation for Other Equipment by \$755. These funds will be moved to the Robinson Cooling Tower Project.

ROBINSON MIDDLE SCHOOL COOLING TOWER (GP2210)

This project has current total funding of \$275,000. The total project costs including architect fees and contingency is \$410,734. It is recommended that the project funding be established at \$415,000, to allow for any miscellaneous expenses. \$755 will be moved from the Future School Capital Projects account and \$139,245 will be transferred from the General Purpose School Fund. It is recommended that the estimated revenue for Transfers from School Fund and the appropriation for Construction Contracts be increased by \$140,000.

J FRED JOHNSON STADIUM LIGHTING IMPROVEMENTS (GP22)**

Since the project will span multiple fiscal years, it is recommended that a General Project Fund project be established. It is recommended that the estimated revenue for Transfers from School Fund and the appropriation for Construction Contracts be increased by \$750,324.

SECURITY/TECHNOLOGY UPGRADES (GP22)**

A new capital projects needs to be established for upgrades to our school security system. This project will upgrade the infrastructure of this system, as well as some front end devices. Funds have been identified within the current year technology budget to fund this project. We are recommending this project be established since it will span multiple fiscal years. It is recommended that the estimated revenue for Transfers from the School Fund and appropriations for Other Equipment be increased by \$218,200.

SULLIVAN NORTH RENOVATION PROJECT (GP1733)

With the approval of budget amendment number four, this project was funded with a total budget of \$24,200,000. Subsequent to the approval of the budget, bids were received and due to the amount of the single bid, the bid has been rejected and the project has been put on hold. A portion of the funding came from an appropriation of the General Purpose School Fund and an appropriation of E-Rate funds. Since the project is now on hold these appropriations need to be reversed.

It is recommended that the estimated revenues for Transfers from the School Fund be decreased by \$6,272,392 and the estimated revenues from E-Rate funds be decreased by \$400,000. It is further recommended that the appropriation from Construction Contracts be decreased by \$6,272,392 and the appropriation for Equipment be decreased by \$400,000.

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2021-2022

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
ARP IDEA Part B	\$ 0	420,053		\$ 420,053
ARP IDEA Preschool	0	28,006		28,006
ARP Homeless 1.0	0	110,000		110,000
ARP Homeless 2.0	0	119,401		119,401
Elementary & Secondary School Emergency Relief (ESSER) 3.0	17,075,503			17,075,503
Epidemiology and Laboratory Capacity	0	2,022,576		2,022,576
Title I, Part A: Improving Academic Achievement/Disadvantaged	2,252,310		207	2,252,103
Title I, Part A: Neglected	21,624			21,624
Title II, Part A: Teacher and Principal Training and Recruiting	517,678	304		517,982
Title III, Part A: English Language Acquisition	13,627	488		14,115
Title IV	173,527	145		173,672
Consolidated Administration	152,310	526		152,836
IDEA, Part-B: Special Education	1,684,652		19,197	1,665,455
IDEA, Pre-School: Special Education	53,506	701		54,207
IDEA Partnership for Systemic Change (Preschool)	22,000			22,000
IDEA Partnership for Systemic Change (K-12)	40,000			40,000
TN All Corps	0	238,000		238,000
Transition School To Work	250,000	1,280		251,280
Carl Perkins: Vocational	146,372			146,372
Total Federal Projects	\$ 22,403,109	\$ 2,941,480	\$ 19,404	\$ 25,325,185

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2021-2022

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health	\$ 127,870	110		\$ 127,980
Batelle Outdoor Learning Grant	0	25,000		25,000
Eastman Foundation grant	0	10,000		10,000
Family Resource Center	50,000	15,622		65,622
Homeless Education Program	55,000	18,271		73,271
State - Pre-School Grant	592,716		3,204	589,512
Safe Schools Act Grant	173,700	22,840		196,540
Washington STEM	0	16,686		16,686
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,053,006	\$ 108,529	\$ 3,204	\$ 1,158,331



AGENDA ACTION FORM

An Ordinance to Amend the FY 2022 School Special Projects Fund Budget

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

Action Form No.: AF-139-2022
 Work Session: May 16, 2022
 First Reading: May 17, 2022

Final Adoption: June 7, 2022
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the ordinance.

Executive Summary:

On May 3, 2022, the Board of Education approved an amendment to the FY 2021-2022 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,053,006.00. There have been three new grants received totaling \$51,686.00. There have been donation received that total \$22,830.00 and adjustments to other grants for a net increase of \$30,809.00. This makes the amended total \$1,158,331.00.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five – FY 2022

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	—	—	—

ORDINANCE NO. ****

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2022 SCHOOL SPECIAL
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2022 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
CSH022 Coordinated School Health	100,000	0	100,000
BAT022 Batelle Outdoor Learning Grant	0	25,000	25,000
EAST22 Eastman Foundation Grant	0	10,000	10,000
FRC022 Family Resource Center	29,612	15,622	45,234
HAG022 Homeless Assistance	55,000	18,271	73,271
KTIP22 Kingsport Truancy Intervention	53,720	0	53,720
PK5122 Pre-K Expansion Grant System-Wide	592,716	(3,204)	589,512
SSA022 Safe Schools Act	103,700	22,840	126,540
WASH22 Washington STEM Grant	0	16,686	16,686
Transfer from General School Fund	118,258	110	118,368
<i>Totals:</i>	1,053,006	105,325	1,158,331
<u>Expenditures:</u>	\$	\$	\$
Instruction	592,716	38,382	631,098
Support Services	460,290	66,943	527,233
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<i>Totals:</i>	1,053,006	105,325	1,158,331

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:
City of Kingsport, Tennessee

May 3, 2022

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2021-2022
BUDGET AMENDMENT NUMBER FIVE

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: J FRED JOHNSON STADIUM LIGHTING UPGRADE

The Board of Education previously approved the acceptance of a donation and appropriated funds in the amount of \$600,000 for lighting upgrades at J Fred Johnson Stadium. The final amount of the donation was \$543,324.

The second installment (\$243,324) of the donation has restrictions. The donor has allocated \$30,000 to the boys' basketball team, \$20,000 to the Spirit Shakers, \$170,000 to the base lighting package, and the balance of \$23,324 to the up-lighting package.

The base lighting package has a total cost of \$660,000. The final amount of the donation to be allocated to this is \$470,000. This leaves a balance of \$190,000 to be funded by the General Purpose School Fund.

Visit Kingsport has agreed to contribute \$67,000 towards the purchase and installation of the up-lighting package. With this contribution and the donation of \$23,324 there is now sufficient funding to proceed with the addition of the up-lights at a total cost of \$90,000.

It is recommended that the estimated revenue for Other Local Revenue be increased by the net amount of \$10,324 and the estimated revenue for Fund Balance Appropriations be increased by \$190,000. It is also recommended that the appropriation for Dobyns-Bennett Student Support be increased by \$50,000, the appropriation for Other Capital Outlay be decreased by \$600,000, and the appropriation for Fund Transfers will be increased by \$750,324. Since the lighting project will cover multiple fiscal years it is recommended that these funds be transferred to a multi-year project account.

ITEM TWO: LEARNING CAMPS

The State has allocated \$982,707 for Summer Learning Camps. This consists of sub-grants for Summer Learning (\$499,819), Bridge Camp (205,733), STREAM (\$142,806), and Summer Learning Transportation (\$134,349). These funds will be spent on personnel, supplies and materials, and transportation costs for our summer learning program. It is recommended that the estimated revenue for Other State Education grants and the appropriations for various salary and benefit, supplies and materials, and transportation accounts be increased by \$982,707.

ITEM THREE: SULLIVAN NORTH RENOVATIONS/FUND BALANCE APPROPRIATIONS

Budget amendment four appropriated \$5,260,192 on Unreserved Fund Balance funds and \$1,012,200 of available nursing and counselor salaries to fund a portion of the planned Sullivan

North renovations. Since the renovation project is now on hold it is recommended that those funds be returned to the General Purpose School Fund. It is recommended that the estimated revenue for Fund Balance Appropriations be decreased by \$5,260,192. It is further recommended that the appropriations for nursing salaries and benefits be increased by \$843,800, the appropriations for counselor salaries and benefits be increased by 168,400, and that the appropriations for Fund Transfers be decreased by \$6,272,392.

ITEM FOUR: ROBINSON COOLING TOWER/FUND BALANCE APPROPRIATIONS

The total project costs for the Robinson Cooling Tower is \$415,000. Budget amendment number four funded \$275,000 of this cost and \$755 will be transferred from the Future School Capital Projects account. In order to complete the funding for this project and additional \$139,245 will need to be appropriated from the Unreserved Fund Balance. It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriations for Fund Transfers be increased by \$139,245.

ITEM FIVE: CORA COX DONATIONS

Cora Cox has received donations of \$5,190.75. These donations have been received from:

- First Presbyterian Church - \$1,500
- Morgan Stanley Gift Fund - \$1,000
- Madelyn and Stewart Baggett \$1,500
- Waverly Road Presbyterian Church - \$103.75
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- Darrell Duncan - \$100
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- William Sumner – 100
- Clayton Wlaker - \$100

The Cora Cox administration has requested that these funds be added to their Awards and Dues account to fund various functions and incentives for Cora Cox students. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Cora Cox Awards and Dues in increased by \$5,191.

ITEM SIX: MISCELLANEOUS TRANSFERS

- Robinson – Robinson Middle School has requested to transfer \$6,266 from their Audio-Visual account to their Non-Instructional Equipment account. These funds will be used to purchase classroom furniture.
- Sevier – Sevier Middle School has requested to transfer \$12,500 of their Instructional Supply funds, \$5,000 of their Instructional Equipment funds, \$7,000 of their Student Travel funds, and \$1,000 of their Office supply funds to their Non-Instructional Equipment account (\$25,500). These funds will be used to purchase classroom furniture.
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account to their Non-Instructional Equipment account. These funds will be used to purchase classroom furniture.

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- Technology – The purchase of teacher computers for FY 2022 was funded with ESSER funds. This will allow funds to be available to upgrade our video surveillance system. The Technology Department is recommending transferring \$159,300 from their Instructional Equipment account, \$41,000 from their Other Supply account, and \$17,900 from their Non-Instructional Equipment account to the Fund Transfer account. These funds (\$218,200) will be transferred to a multi-year capital improvement project.

FEDERAL PROJECTS FUND

The Federal Projects Fund was previously approved for a budget total of \$22,403,109. There have been six additional grants received from the American Recovery Act and The State of Tennessee. The total of these new grants is \$2,938,036. These grants are:

1. ARP IDEA Part B - \$420,053
2. ARP IDEA Preschool - \$28,006
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There have been minor changes in a number of other grants that have resulted in a net decrease of \$15,960. It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$2,922,076. The revised Federal Projects budget will be \$25,325,185.

SCHOOL SPEICAL PROJECTS FUND

The School Special Projects Fund was previously approved for a budget total of \$1,053,006. There has been three additional grants received. These grants are:

1. STEM Activities Grant at Washington Elementary School - These funds are from a grant from Battelle Education of \$13,786 and a donation of \$2,900 from the Washington PTA, for a total of \$16,686.
2. Eastman Foundation Grant – This is a \$10,000 grant to provide assistance to the Homeless Education program and the Family Resource Center program.
3. Battelle Memorial Institute Grant – This is a \$25,000 grant to support outdoor learning environments district wide.

The State grants for Coordinated School Health, Homeless Education program, State Pre-School, and the State Safe Schools grants have had net adjustments of an increase of \$30,809.

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 - First Presbyterian Church - \$364
 - Bays Mt Baptist Church - \$16
 - Mr and Mrs Cwirko - \$1,000
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 - Xi Beta Upsilon - \$100
- Homeless Assistance Program
 - Calvary Baptist Church - \$50
 - Waverly Road Presbyterian Church - \$2,000
 - Class of 1981 - \$3,460
 - Kristi Krcal - \$500
 - First Presbyterian Church - \$998
 - Calvary Baptist Church - \$200

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$105,325. The revised School Special Projects budget will be \$1,158,331.

CAPITAL PROJECTS FUND

FUTURE SCHOOL CAPITAL PROJECTS (GP1737)

This project was previously closed. Since that time there was a decrease in expenditures of \$755. This has resulted in a small balance. It is recommended that this budget be amended by \$755 by decreasing the estimated revenue for Transfers from School fund and by decreasing the appropriation for Other Equipment by \$755. These funds will be moved to the Robinson Cooling Tower Project.

ROBINSON MIDDLE SCHOOL COOLING TOWER (GP2210)

This project has current total funding of \$275,000. The total project costs including architect fees and contingency is \$410,734. It is recommended that the project funding be established at \$415,000, to allow for any miscellaneous expenses. \$755 will be moved from the Future School Capital Projects account and \$139,245 will be transferred from the General Purpose School Fund. It is recommended that the estimated revenue for Transfers from School Fund and the appropriation for Contraction Contracts be increased by \$140,000.

J FRED JOHNSON STADIUM LIGHTING IMPROVEMENTS (GP22)**

Since the project will span multiple fiscal years, it is recommended that a General Project Fund project be established. It is recommended that the estimated revenue for Transfers from School Fund and the appropriation for Contraction Contracts be increased by \$750,324.

SECURITY/TECHNOLOGY UPGRADES (GP22)**

A new capital projects needs to be established for upgrades to our school security system. This project will upgrade the infrastructure of this system, as well as some front end devices. Funds have been identified within the current year technology budget to fund this project. We are recommending this project be established since it will span multiple fiscal years. It is recommended that the estimated revenue for Transfers from the School Fund and appropriations for Other Equipment be increased by \$218,200.

SULLIVAN NORTH RENOVATION PROJECT (GP1733)

With the approval of budget amendment number four, this project was funded with a total budget of \$24,200,000. Subsequent to the approval of the budget, bids were received and due to the amount of the single bid, the bid has been rejected and the project has been put on hold. A portion of the funding came from an appropriation of the General Purpose School Fund and an appropriation of E-Rate funds. Since the project is now on hold these appropriations need to be reversed.

It is recommended that the estimated revenues for Transfers from the School Fund be decreased by \$6,272,392 and the estimated revenues from E-Rate funds be decreased by \$400,000. It is further recommended that the appropriation from Constructions Contracts be decreased by \$6,272,392 and the appropriation for Equipment be decreased by \$400,000.

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2021-2022

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
ARP IDEA Part B	\$ 0	420,053		\$ 420,053
ARP IDEA Preschool	0	28,006		28,006
ARP Homeless 1.0	0	110,000		110,000
ARP Homeless 2.0	0	119,401		119,401
Elementary & Secondary School Emergency Relief (ESSER) 3.0	17,075,503			17,075,503
Epidemiology and Laboratory Capacity	0	2,022,576		2,022,576
Title I, Part A: Improving Academic Achievement/Disadvantaged	2,252,310		207	2,252,103
Title I, Part A: Neglected	21,624			21,624
Title II, Part A: Teacher and Principal Training and Recruiting	517,678	304		517,982
Title III, Part A: English Language Acquisition	13,627	488		14,115
Title IV	173,527	145		173,672
Consolidated Administration	152,310	526		152,836
IDEA, Part-B: Special Education	1,684,652		19,197	1,665,455
IDEA, Pre-School: Special Education	53,506	701		54,207
IDEA Partnership for Systemic Change (Preschool)	22,000			22,000
IDEA Partnership for Systemic Change (K-12)	40,000			40,000
TN All Corps	0	238,000		238,000
Transition School To Work	250,000	1,280		251,280
Carl Perkins: Vocational	146,372			146,372
Total Federal Projects	\$ 22,403,109	\$ 2,941,480	\$ 19,404	\$ 25,325,185

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2021-2022

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health	\$ 127,870	110		\$ 127,980
Batelle Outdoor Learning Grant	0	25,000		25,000
Eastman Foundation grant	0	10,000		10,000
Family Resource Center	50,000	15,622		65,622
Homeless Education Program	55,000	18,271		73,271
State - Pre-School Grant	592,716		3,204	589,512
Safe Schools Act Grant	173,700	22,840		196,540
Washington STEM	0	16,686		16,686
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,053,006	\$ 108,529	\$ 3,204	\$ 1,158,331



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-143-2022
 Work Session: May 16, 2022
 First Reading: May 17, 2022

Final Adoption: June 7, 2022
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund is being increased by appropriating \$400,000.00 from General Fund Reserves to transfer to the project fund for the BMP Amphitheatre project (GP2035) to cover the \$400,000.00 donated by Eastman Chemical Company over the past two years. Funds are also being transferred in the amount of \$9,909.00 to the General Projects-Special Revenue Fund and \$22,186.00 to the General Project Fund line to clean up a few Parks Maintenance projects and create a new Litigation Contingency project.

The General Projects-Special Revenue Fund is being amended by appropriating a \$2,000.00 grant from the Sullivan County Health Department to the Farmers Market SNAP Grant project (NC1811), \$7,661.00 from the General Fund to the Greenbelt Repaving project (NC2223), and \$2,248.00 from the General Fund to the Greenbelt Bridge project (NC2231).

The General Project Fund is being amended by appropriating \$5,000.00 from the General Fund to the Litigation Contingency project (GP1614) and \$400,000.00 from the General Fund to the BMP Amphitheatre project (GP2035), \$17,186.00 from the General Fund to the Kingsport Enhancement project (GP2016), transferring \$14,020.00 from the Public Works Equipment project (GP2031), and \$161,611.00 from the Sullivan Street Paving project (GP2113) to the Kingsport Enhancement project (GP2016) in the amount of \$3,679.00, to the Street Resurfacing project (GP2100) in the amount of \$161,611.00 and to the Swinging Bridge project (GP2104) in the amount of \$10,341.00

The Urban Mass Transit Fund is being amended by transferring \$1,039,600.00 from the FY22 Operations Grant project (FTA024) to the Transit CARES project (FTA022).

Executive Summary Continued

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*

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

Executive Summary Page 2
VI.B.4 AF:143-2022
May 17, 2022

The Solid Waste Project Fund is being amended by transferring \$263,228.00 from the Landfill New Cell Construction project (DL2000) to the Demolition Landfill project (DL2201) in the amount of \$103,228.00 and to the Solid Waste Equipment project (DL2202) in the amount of \$160,000.00 for the purchase of a grabber truck.

The Sewer Project Fund is being amended by transferring \$5,000.00 from the Pump Station Imp O&M project (SW2200) to the Litigation Contingency project (SW2208).

AN ORDINANCE TO AMEND VARIOUS 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 be increased by appropriating \$400,000 from Fund Balance (110-0000-392-01-00) to the To General Projects line (110-4804-481.70-36), \$32,095 from the Pay Plan line (110-4806-481.10-91) to the To Gen Proj-Special Revenue line (110-4804-481.70-35) in the amount of \$9,909 and to the To General Project Fund line (110-4804-481.70-36) in the amount of \$22,186.

SECTION II. That the General Projects Special Revenue Fund be amended by appropriating a \$2,000 grant from the Sullivan County Health Department to the Farmers Market SNAP Grant project (NC1811), \$7,661 from the General Fund to the Greenbelt Repaving project (NC2223), and \$2,248 from the General Fund to the Greenbelt Bridge project (NC2231).

SECTION III. That the General Project Fund be amended by appropriating \$5,000 from the General Fund to the Litigation Contingency project (GP1614) and \$400,000 from the General Fund to the BMP Amphitheatre project (GP2035) and \$17,186 from the General Fund to the Kingsport Enhancement project (GP2016), transferring \$14,020 from the Public Works Equipment project (GP2031), and \$161,611 from the Sullivan Street Paving project (GP2113) to the Kingsport Enhancement project (GP2016) in the amount of \$3,679, to the Street Resurfacing project (GP2100) in the amount of \$161,611 and to the Swinging Bridge project (GP2104) in the amount of \$10,341.

SECTION IV. That the Urban Mass Transit Fund be amended by transferring \$1,039,600 from the FY22 Operations Grant project (FTA024) to the Transit CARES project (FTA022).

SECTION V. That the Solid Waste Project Fund be amended by transferring \$263,228 from the Landfill New Cell Construction project (DL2000) to the Demolition Landfill project (DL2201) in the amount of \$103,228 and to the Solid Waste Equipment project (DL2202) in the amount of \$160,000.

SECTION VI. That the Sewer Project Fund be amended by transferring \$5,000 from the Pump Station Imp O&M project (SW2200) to the Litigation Contingency project (SW2208).

SECTION VII. That the Fleet Fund be increased by appropriating \$639,473 from Fund Balance to the Vehicle Replacement line (511-5008-501.90-10).

Account Number/Description:**General Fund: 110****Revenues:**

110-0000-392.01-00 Fund Balance Approp

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 0	\$ 400,000	\$ 400,000
0	400,000	400,000

Revenues:

110-4804-481.70-35 To Gen Proj-Special Rev

110-4804-481.70-36 General Project Fund

110-4806-481.10-91 Pay Plan

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 6,021,721	\$ 9,909	\$ 6,031,630
985,110	422,186	1,407,296
32,095	(32,095)	0
7,038,926	400,000	7,438,926

Account Number/Description:**Fund 111: Gen Project-Special Revenue Fund
Farmers Market SNAP Project (NC1811)****Revenues:**

111-0000-332.61-50 CDC 1305 Grant FM SNAP

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,800	\$ 2,000	\$ 3,800
1,800	2,000	3,800

Expenditures:

111-0000-601.40-32 SNAP Token Grant Exp

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,800	\$ 2,000	\$ 3,800
1,800	2,000	3,800

Greenbelt Repaving (NC2223)**Revenues:**

111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 50,000	\$ 7,661	\$ 57,661
50,000	7,661	57,661

Expenditures:

111-0000-601.20-22 Construction Contracts

111-0000-601.20-23 Arch/Eng/Landscaping Serv

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 50,000	\$ 4,353	\$ 54,353
0	3,308	3,308
50,000	7,661	57,661

Greenbelt Bridge (NC2231)**Revenues:**

111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 50,000	\$ 2,248	\$ 52,248
50,000	2,248	52,248

Expenditures:

111-0000-601.20-22 Construction Contracts

111-0000-601.20-23 Arch/Eng/Landscaping Serv

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 50,000	\$ (543)	\$ 49,457
0	2,957	2,957
50,000	2,248	52,414

Account Number/Description:**General Project Fund: 311****Litigation Contingency (GP1614)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-391.01-00 From General Fund	0	5,000	5,000
Total:	0	5,000	5,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	0	5,000	5,000
Total:	0	5,000	5,000

Kingsport Enhancement (GP2016)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-66 Series 2019 Improvement	125,739	0	125,739
311-0000-368.21-01 Premium From Bond Sale	9,858	0	9,858
311-0000-391.01-00 From General Fund	137,083	20,865	157,948
Total:	272,680	20,865	293,545

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	48,456	0	48,456
311-0000-601.90-03 Improvements	224,224	20,865	245,089
Total:	272,680	20,865	293,545

Public Works Equipment (GP2031)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-51 Series 2016 GO (Nov 4)	458	0	458
311-0000-368.10-55 Series 2017 A GO Bonds	9,511	0	9,511
311-0000-391.01-00 From General Fund	72,153	(14,020)	58,133
Total:	82,122	(14,020)	68,102

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.90-03 Improvements	82,122	(14,020)	68,102
Total:	82,122	(14,020)	68,102

Street Resurfacing (GP2100)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	163,943	0	163,943
311-0000-368.10-66 Series 2019 Improvement	109,445	161,611	271,056
311-0000-368.21-01 Premium From Bond Sale	19,550	0	19,550
311-0000-391.01-00 From General Fund	942,016	0	942,016
Total:	1,234,954	161,611	1,396,565

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.20-22 Construction Contracts	1,182,391	161,611	1,344,002
311-0000-601.20-23 Arch/Eng/Landscaping Serv	52,563	0	52,563
Total:	1,234,954	161,611	1,396,565

Sullivan Street Paving (GP2113)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-66 Series 2019 Improvement	241,213	(161,611)	79,602
311-0000-368.21-01 Premium From Bond Sale	21,681	0	21,681
311-0000-391.01-00 From General Fund	237,106	0	237,106
Total:	500,000	(161,611)	338,389

Expenditures:

311-0000-601.90-03 Improvements	\$ 500,000	\$ (161,611)	\$ 338,389
Total:	500,000	(161,611)	338,389

Swinging Bridge (GP2104)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-391.01-00 From General Fund	212,500	10,341	222,841
Total:	212,500	10,341	222,841

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 0	\$ 12,014	\$ 12,014
311-0000-601.90-03 Improvements	212,500	(1,673)	210,827
Total:	212,500	10,341	222,841

Bays Mtn Amphitheatre (GP2035)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-66 Series 2019 Improvement	54,000	0	54,000
311-0000-368.10-69 GO Bond Series 2021	874,475	0	874,475
311-0000-368.21-01 Premium From Bond Sale	85,883	0	85,883
311-0000-391.01-00 From General Fund	100,000	400,000	500,000
Total:	1,114,358	400,000	1,514,358

Expenditures:

311-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 0	\$ 100,000	\$ 100,000
311-0000-601.40-41 Bond Sale Expense	10,358	0	10,358
311-0000-601.90-03 Improvements	1,104,000	300,000	1,404,000
Total:	1,114,358	400,000	1,514,358

Account Number/Description:**Urban Mass Transit Fund: 123****Transit CARES (FTA022)****Revenues:**

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	2,414,374	669,800	3,084,174
123-0000-365.20-09 Bus Fares TN-90-X150	0	0	0
123-0000-365.21-00 ADA Paratransit	0	0	0
123-0000-368.15-00 Rental of Land & Building	0	0	0
123-0000-391.01-00 From General Fund	0	369,800	369,800
Totals:	2,414,374	1,039,600	3,453,974

Expenditures:

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	1,086,170	602,220	1,688,390
123-5901-602.10-11 Overtime	42,400	10,000	52,400
123-5901-602.10-20 Social Security	143,600	44,070	187,670
123-5901-602.10-30 Group Health Insurance	124,800	89,520	214,320
123-5901-602.10-41 TCRS Retirement	70,400	52,510	122,910
123-5901-602.10-43 ICMA Retirement	35,000	35,430	70,430
123-5901-602.10-50 Life Insurance	1,600	1,410	3,010
123-5901-602.10-52 Long Term Disability Ins	2,400	960	3,360
123-5901-602.10-60 Workmen's Compensation	40,200	570	40,770
123-5901-602.10-61 Unemployment Insurance	1,600	880	2,480
123-5901-602.20-10 Advertising & Publication	4,000	1,000	5,000
123-5901-602.20-11 Printing & Binding	9,000	2,250	11,250
123-5901-602.20-20 Professional/Consultant	47,000	10,000	57,000
123-5901-602.20-21 Accounting & Auditing	4,000	2,000	6,000
123-5901-602.20-30 Electric Service	20,400	5,200	25,600
123-5901-602.20-33 Water and Sewer	4,000	2,000	6,000
123-5901-602.20-34 Telephone	10,400	5,200	15,600
123-5901-602.20-36 Natural Gas	4,000	2,000	6,000
123-5901-602.20-40 Travel Expense	11,600	5,800	17,400
123-5901-602.20-41 Registration Fees/ Tuition	5,200	2,600	7,800
123-5901-602.20-42 Personal Vehicle Reimburs	400	200	600
123-5901-602.20-43 Dues & Memberships	9,000	4,500	13,500
123-5901-602.20-44 Literature/ Subscriptions	1,400	700	2,100
123-5901-602.20-45 Training	5,200	2,600	7,800
123-5901-602.20-52 Medical Services	1,400	700	2,100
123-5901-602.20-54 Machinery/ Equip Rental	6,400	3,200	9,600
123-5901-602.20-55 Repairs & Maintenance	37,600	18,800	56,400
123-5901-602.20-56 Repairs & Maint-Vehicles	200,000	70,000	270,000
123-5901-602.20-69 Stormwater Fee Expense	400	200	600
123-5901-602.20-75 Temporary Employees	24,400	12,200	36,600
123-5901-602.20-99 Miscellaneous	227,004	20,000	247,004
123-5901-602.30-10 Office Supplies	9,000	4,500	13,500
123-5901-602.30-11 Postage	1,000	500	1,500
123-5901-602.30-12 Food	2,200	1,100	3,300
123-5901-602.30-20 Operating Supplies & Tool	15,400	7,700	23,100
123-5901-602.30-22 Maintenance Supplies	12,800	5,400	18,200
123-5901-602.30-26 Sign Parts & Supplies	2,600	1,300	3,900
123-5901-602.30-29 Clothing & Uniforms	10,400	5,200	15,600
123-5901-602.30-44 Motor Pool Charges	800	400	1,200
123-5901-602.30-68 Covid-19	0	0	0
123-5901-602.40-68 Covid-19	0	0	0
123-5901-602.50-10 Buildings	4,000	2,180	6,180
123-5901-602.50-26 Vehicle Ins Chgd by FLM	5,200	2,600	7,800
123-5902-602.20-56 Repair & Maint-Vehicles	170,000	0	170,000
Totals:	2,414,374	1,039,600	3,453,974

FY22 Operations Grant (FTA024)**Revenues:**

123-0000-332.90-00	Dept of Transportation	\$ 669,800	\$ (669,800)	\$ 0
123-0000-391.01-00	From General Fund	369,800	(369,800)	0
Totals:		1,039,600	(1,039,600)	0

Expenditures:

123-5901-602.10-10	Salaries & Wages	\$ 602,220	\$ (602,220)	\$ 0
123-5901-602.10-11	Overtime	10,000	(10,000)	0
123-5901-602.10-20	Social Security	44,070	(44,070)	0
123-5901-602.10-30	Group Health Insurance	89,520	(89,520)	0
123-5901-602.10-41	TCRS Retirement	52,510	(52,510)	0
123-5901-602.10-43	ICMA Retirement	35,430	(35,430)	0
123-5901-602.10-50	Life Insurance	1,410	(1,410)	0
123-5901-602.10-52	Long Term Disability Ins	960	(960)	0
123-5901-602.10-60	Workmen's Compensation	570	(570)	0
123-5901-602.10-61	Unemployment Insurance	880	(880)	0
123-5901-602.20-10	Advertising & Publication	1,000	(1,000)	0
123-5901-602.20-11	Printing & Binding	2,250	(2,250)	0
123-5901-602.20-20	Professional/Consultant	10,000	(10,000)	0
123-5901-602.20-21	Accounting & Auditing	2,000	(2,000)	0
123-5901-602.20-30	Electric Service	5,200	(5,200)	0
123-5901-602.20-33	Water and Sewer	2,000	(2,000)	0
123-5901-602.20-34	Telephone	5,200	(5,200)	0
123-5901-602.20-36	Natural Gas	2,000	(2,000)	0
123-5901-602.20-40	Travel Expense	5,800	(5,800)	0
123-5901-602.20-41	Registration Fees/ Tuition	2,600	(2,600)	0
123-5901-602.20-42	Personal Vehicle Reimburs	200	(200)	0
123-5901-602.20-43	Dues & Memberships	4,500	(4,500)	0
123-5901-602.20-44	Literature/ Subscriptions	700	(700)	0
123-5901-602.20-45	Training	2,600	(2,600)	0
123-5901-602.20-52	Medical Services	700	(700)	0
123-5901-602.20-54	Machinery/ Equip Rental	3,200	(3,200)	0
123-5901-602.20-55	Repairs & Maintenance	18,800	(18,800)	0
123-5901-602.20-56	Repairs & Maint-Vehicles	70,000	(70,000)	0
123-5901-602.20-69	Stormwater Fee Expense	200	(200)	0
123-5901-602.20-75	Temporary Employees	12,200	(12,200)	0
123-5901-602.20-99	Miscellaneous	20,000	(20,000)	0
123-5901-602.30-10	Office Supplies	4,500	(4,500)	0
123-5901-602.30-11	Postage	500	(500)	0
123-5901-602.30-12	Food	1,100	(1,100)	0
123-5901-602.30-20	Operating Supplies & Tool	7,700	(7,700)	0
123-5901-602.30-22	Maintenance Supplies	5,400	(5,400)	0
123-5901-602.30-26	Sign Parts & Supplies	1,300	(1,300)	0
123-5901-602.30-29	Clothing & Uniforms	5,200	(5,200)	0
123-5901-602.30-44	Motor Pool Charges	400	(400)	0
123-5901-602.50-10	Buildings	2,180	(2,180)	0
123-5901-602.50-26	Vehicle Ins Chgd by FLM	2,600	(2,600)	0
Totals:		1,039,600	1,039,600	0

Account Number/Description:**Solid Waste Project Fund: 455****Landfill New Cell Construction (DL2000)****Revenues:**

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$	\$
455-0000-391.05-30 2014 A GO Bonds	494,649	(10,385)	484,264
455-0000-391.13-00 From Solidwaste Mgmt Fund	765,736	(252,843)	512,893
Totals:	1,260,385	(263,228)	997,157

Expenditures:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	298,393	(36,235)	262,158
455-0000-601.90-03 Improvements	961,992	(226,993)	734,999
Totals:	1,260,385	(263,228)	997,157

Demo Landfill (DL2201)**Revenues:**

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$	\$
455-0000-391.05-30 2014 A GO Bonds	0	10,385	10,385
455-0000-391.13-00 From Solid Waste Fund	200,000	92,843	292,843
Total:	200,000	103,228	303,228

Expenditures:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$	\$
455-0000-601.90-04 Equipment	200,000	103,228	303,228
Total:	200,000	103,228	303,228

Solid Waste Equipment (DL2202)**Revenues:**

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$	\$
455-0000-391.13-00 From Solid Waste Fund	0	160,000	160,000
Total:	0	160,000	160,000

Expenditures:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$	\$
455-0000-601.90-04 Equipment	0	160,000	160,000
Total:	0	160,000	160,000

Account Number/Description:**Fund 511: Fleet Maintenance Fund****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
511-0000-392.01-00 Fund Balance Appropriation	7,586,255	639,473	8,225,728
Totals	7,586,255	639,473	8,225,728

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
511-5008-501.90-10 Replacement Vehicles	6,471,675	639,473	7,111,148
Totals	6,471,675	639,473	7,111,148

Account Number/Description:

Sewer Project Fund: 452

Pump St Imp O&M (SW2200)

Revenues:

452-0000-391.42-00 From Sewer Fund

Totals:

\$	\$	\$
325,000	(5,000)	320,000
325,000	(5,000)	320,000

Expenditures:

452-0000-606.90-19 Pump Stations

Totals:

\$	\$	\$
325,000	(5,000)	320,000
325,000	(5,000)	320,000

Litigation Contingency (SW2208)

Revenues:

452-0000-391.42-00 From Sewer Fund

Totals:

\$	\$	\$
0	5,000	5,000
0	5,000	5,000

Expenditures:

452-0000-606.20-20 Professional/Consultant

Totals:

\$	\$	\$
0	5,000	5,000
0	5,000	5,000

SECTION VIII. That this Ordinance shall take effect from and after its date of passage, as the law directs, 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 Vacate a Portion of Legion Dr. & Midland Dr. Right-of-Way

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

Action Form No.: AF-98-2022
 Work Session: May 2, 2022
 First Reading: May 3, 2022

Final Adoption: **May 17, 2022**
 Staff Work By: Savannah Garland
 Presentation By: S. Garland

Recommendation:

- Approve ordinance vacating right-of-way adjacent to Midland Drive and Legion Drive

Executive Summary:

This is a request from the City of Kingsport to vacate right-of-way on Legion Drive and Midland Drive. The area is approximately 13,038 square feet in size and considered excess right-of-way since completion of the roundabout that now terminates Legion Dr. City departments as well as local utility providers have reviewed the request and see no future use for this right-of-way. During their April 21, 2022 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on April 16th 2022.

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: *2w*

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

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY ALONG LEGION DRIVE AND MIDLAND DRIVE SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on April 21, 2022, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on April 21st, 2022, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 3rd day of May 2022, and notice thereof published in the Kingsport Times-News on the 16th day of April, 2022.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way named A Portion of Legion Drive and Midland Drive within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING on a new property corner monument set (new property corner monument set in this description is an iron rod with Mattern and Craig identification cap set on Mag Nail set), being S 52°21'17" E (using Tennessee State Plane Grid NAD83 zone 4100 bearings) 1040.38' (using horizontal ground distances) from City of Kingsport Geodetic Reference Network 1990 Station No. 0046 (N:821022.100, E: 2986815.394); thence through City of Kingsport property (Book 39A, Page 126) six calls, (1) N 48°41'14" E 50.00' to a new property corner monument set lying S 51°18'10" E 48.30' from the southernmost corner of The City Of Kingsport property (Book 2594C, Page 810), (2) S 41°18'46" E 180.22' to a new property corner monument set, (3) S 48°02'01" W 117.27' to a new property corner monument set, (4) N 41°57'59" W 60.00' to a new property corner monument set, (5) N 48°02'01" E 67.95' to a new property corner monument set, (6) N 41°18'46" W 120.79' to the Point of Beginning, containing 0.300 acres.

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

PATRICK W. SHULL, Mayor

ATTEST:

LISA WINKLE, 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 Zoning of Sullivan County Tax Parcel ID 076 001.00 Located off Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District)

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

Action Form No.: AF-116-2022
 Work Session: May 2, 2022
 First Reading: May 3, 2022

Final Adoption: **May 17, 2022**
 Staff Work By: Ken Weems
 Presentation By: K. Weems

Recommendation:

- Approve ordinance amending the zoning ordinance to rezone Sullivan County Tax Parcel ID 076 001.00 Located off Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District).

Executive Summary:

This is an owner-requested rezoning of approximately 25 acres located off Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed-Use District). The purpose of the rezoning is to locate a truck terminal (Eagle Transport currently located at the end of Wilcox Court) on the property. A total of 5 citizens spoke in opposition to the request during the April 2022 regular meeting of the Kingsport Regional Planning Commission. Spoken concerns addressed displacement of wildlife, increased flooding for Sherry Street (which borders the southern portion of the rezoning site), noise, lights, and attraction of vagrants. During their April 2022 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on April 18, 2022.

Attachments:

1. Zoning 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 FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG PRINCETON ROAD, NEW MOORE ROAD, AND SULLIVAN GARDENS PARKWAY FROM B-4P, PLANNED BUSINESS DISTRICT TO MX, MIXED-USE DISTRICT IN THE 13TH 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 Princeton Road, New Moore Road, and Sullivan Gardens Parkway from B-4P, Planned Business District to MX, Mixed-Use District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Sullivan County Tax Parcel ID 076 001.00

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 _____



AGENDA ACTION FORM

An Ordinance to Amend Zoning of Parcels 2, 3, 4, 5, 6, 7, 21, and a Portion of Parcel 2.10 Located off Beartown Road and Deneen Lane from the A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to the M-2 (General Manufacturing District)

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

Action Form No.: AF-117-2022
 Work Session: May 2, 2022
 First Reading: May 3, 2022

Final Adoption: **May 17, 2022**
 Staff Work By: Ken Weems
 Presentation By: K. Weems

Recommendation:

- Approve ordinance amending the zoning ordinance to rezone parcels 2, 3, 4, 5, 6, 7, 21, and a portion of parcel 2.10 Located off Beartown Road and Deneen Lane from the A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to the M-2 (General Manufacturing District).

Executive Summary:

This is an owner-requested rezoning of approximately 145 acres located off Beartown Road and Deneen Lane from the A-1, P-1, R-3, and R-1B zones to the M-2 zone. The purpose of the rezoning is to facilitate continued operations of the Vulcan Materials Company, to include new areas for overburden storage and a new concrete plant. The new concrete plant is the proposed future home of Summers-Taylor, currently located at 905 E Main Street. No opposition has been received concerning this rezoning request. During their April 2022 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on April 18, 2022.

Attachments:

1. Zoning 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*

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BEARTOWN ROAD AND DENEEN LANE FROM THE R-1B, P-1, A-1, AND R-3 DISTRICTS TO THE M-2, GENERAL MANUFACTURING DISTRICT IN THE 12TH 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 Beartown Road and Deneen Lane from the R-1B, Residential District, P-1, Professional Offices District, A-1, Agricultural District, and R-3, Low Density Apartment District to the M-2, General Manufacturing District in the 12th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1 (Parcel 5; R-1B Portion):

BEGINNING AT A POINT OF VULCAN LANDS LLC ON THE SOUTHERN RIGHT OF WAY OF BEARTOWN RD WITH A NORTHING 830,974.41 AND EASTING 2,966,420.19; THENCE, SOUTH 42 DEGREES 30 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 320.29 FEET TO A POINT ON A LINE; THENCE, SOUTH 23 DEGREES 20 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 146.21 FEET TO A POINT ON A LINE; THENCE, SOUTH 89 DEGREES 18 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 749.39 FEET TO A POINT ON A LINE; THENCE, NORTH 10 DEGREES 41 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 75.24 FEET TO A POINT ON A LINE; THENCE, NORTH 86 DEGREES 56 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 45.63 FEET TO A POINT ON A LINE; THENCE, NORTH 13 DEGREES 39 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 771.11 FEET TO A POINT ON A LINE; THENCE, NORTH 88 DEGREES 30 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 1000.07 FEET TO A POINT ON A LINE; THENCE, SOUTH 00 DEGREES 05 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 435.40 FEET TO A POINT ON A LINE; THENCE, NORTH 63 DEGREES 39 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 11.78 FEET TO A POINT ON A LINE; THENCE SOUTH 26 DEGREES 20 MINUTES 13 SECONDS EAST A DISTANCE OF 46.93 FEET TO THE **POINT OF BEGINNING**; CONTAINING **16.46 ACRES** AS DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND SHOWN BEARING PROJECT #321-876.

Tract 2 (Parcel 21; P-1 Portion):

BEGINNING AT A POINT ON VULCAN LANDS LLC ON THE EASTERN RIGHT OF WAY OF DENEEN LN WITH A NORTHING 827.086.78 AND EASTING 2,966,535.58; THENCE, SOUTH 83 DEGREES 53 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 46.36 FEET TO A POINT ON A LINE; THENCE, NORTH 42 DEGREES 37 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 152.78 FEET TO A POINT ON A LINE; THENCE, NORTH 36 DEGREES 53 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 156.47 FEET TO A POINT ON A LINE; THENCE, SOUTH 86 DEGREES 27 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 606.26 FEET TO A POINT ON A LINE; THENCE, NORTH 02 DEGREES 31 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 1059.86 FEET TO A POINT ON A LINE; THENCE, SOUTH 87 DEGREES 41 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 850.64 FEET TO A POINT ON A LINE; THENCE SOUTH 02 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 1220.52 FEET TO THE **POINT OF BEGINNING**; CONTAINING **20.53 ACRES** AS DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND SHOWN BEARING PROJECT #321-876.

Tract 3 (Parcels 2, 3, 4, 5, 6, 7, and a Portion of Parcel 2.10; A-1 Portion):

BEGINNING AT A POINT ON VULCAN LANDS LLC WITH A NORTHING 828,306.44 AND EASTING 2,966,490.15; THENCE NORTH 87 DEGREES 41 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 850.64 FEET TO A POINT ON A LINE; THENCE, SOUTH 02 DEGREES 25 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 333.51 FEET TO A POINT ON A LINE; THENCE, NORTH 86 DEGREES 56 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 511.94 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 03 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 298.04 FEET TO A POINT ON A LINE; THENCE, NORTH 86 DEGREES 51 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 1284.80 FEET TO A POINT ON A LINE; THENCE, SOUTH 56 DEGREES 02 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 694.24 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 55 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 466.30 FEET TO A POINT ON A LINE; THENCE, SOUTH 84 DEGREES 34 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 628.44 FEET TO A POINT ON A LINE; THENCE, NORTH 23 DEGREES 47 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 460.40 FEET TO A POINT ON A LINE; THENCE, NORTH 42 DEGREES 32 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 183.14 FEET TO A POINT ON A LINE; THENCE,

NORTH 52 DEGREES 38 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 324.00 FEET TO A POINT ON A LINE; THENCE, NORTH 53 DEGREES 46 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE; THENCE, NORTH 48 DEGREES 34 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE; THENCE, NORTH 27 DEGREES 41 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE; THENCE, NORTH 17 DEGREES 48 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 145.40 FEET TO A POINT ON A LINE; THENCE, NORTH 01 DEGREES 33 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 82.11 FEET TO A POINT ON A LINE; THENCE, NORTH 05 DEGREES 11 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 135.77 FEET TO A POINT ON A LINE; THENCE, NORTH 07 DEGREES 04 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 193.05 FEET TO A POINT ON A LINE; THENCE, NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 143.70 FEET TO A POINT ON A LINE; THENCE, NORTH 12 DEGREES 26 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 371.17 FEET TO A POINT ON A LINE; THENCE, NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 3261.03 FEET TO A POINT ON A LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 53 SECONDS EAST A DISTANCE OF 861.68 FEET TO THE TO THE **POINT OF BEGINNING**; CONTAINING **102.15 ACRES** AS DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND SHOWN BEARING PROJECT #321-876.

Tract 4 (A Portion of Parcel 2.10; R-3 Portion):

BEGINNING AT A POINT ON THE NORTHERN RIGHT OF WAY OF NETHERLAND INN RD WITH A NORTHING 825,954.21 AND EASTING 2,963,144.34; THENCE, SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 50.19 FEET TO A POINT ON A LINE; THENCE, NORTH 23 DEGREES 47 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 1045.82 FEET TO A POINT ON A LINE. THENCE, NORTH 84 DEGREES 34 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 628.44 FEET TO A POINT ON A LINE; THENCE, SOUTH 03 DEGREES 55 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 324.64 FEET TO A POINT ON A LINE; THENCE, SOUTH 75 DEGREES 13 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 311.32 FEET TO A POINT ON A LINE; THENCE, SOUTH 79 DEGREES 27 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 132.12 FEET TO A POINT ON A LINE; THENCE SOUTH 23 DEGREES 47 MINUTES 50 SECONDS EAST A DISTANCE OF 625.88 FEET TO THE **POINT OF BEGINNING**; CONTAINING **5.41 ACRES** AS

DESCRIBED BY CEC INC, BRIAN L. SOUVA RLS# 3157 AND
SHOWN BEARING PROJECT #321-876.

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 _____



AGENDA ACTION FORM

A Resolution Awarding the Proposal of West Stone Industries for Services at Kingsport's Construction & Demolition Landfill and Authorizing the Mayor to Execute an Agreement for the Same

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

Action Form No.: AF-120-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Staff
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Responses to a Request for Proposals were received by the Procurement Department on April 5, 2022, for selected services at Kingsport's Construction and Demolition Landfill. Services that were priced include delivery of clay for daily cover, grinding of wood waste with an option for the wood waste to be hauled off site, along with the removal and disposal of tires.

It is the recommendation of Public Works to enter into an agreement with West Stone Industries for these services to assist the City in operating the Construction and Demolition Landfill.

Funding is identified in DL2201 and/or 415-4023-462.20-38.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Bid Tab

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 AWARDDING THE PROPOSAL FOR SELECTED SERVICES AT THE KINGSPORT CONSTRUCTION AND DEMOLITION LANDFILL TO WEST STONE INDUSTRIES AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, proposals were opened on April 5, 2022 for selected services at Kingsport's Construction and Demolition Landfill; and

WHEREAS, upon review of the proposals, the board finds West Stone Industries is the lowest responsible compliant respondent meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement for selected services at the Kingsport construction and demolition landfill , including delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal and disposal of tires from West Stone Industries at an estimated annual cost of \$225,000.00; and

WHEREAS, funding is identified in project numbers DL2201 and/or 415-4023-462.20-38.

Now therefore,

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

SECTION I. That the proposal from West Stone Industries for selected services at Kingsport's Construction and Demolition Landfill, including delivery of clay for daily cover, grinding of wood waste with an option for the wood waste to be hauled off site, along with the removal and disposal of tires, 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, an agreement with West Stone Industries, 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 public.

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

ADOPTED this the 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
April 5, 2022
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

KINGSPORT LANDFILL SERVICES	
Vendor:	
West Stone Industries	

The submitted proposals will be evaluated and a recommendation made at a later date.

KINGSPORT LANDFILL SERVICES RFP

BID FORM

	Clay	4 1/2" Grind	Grinding	tires	n/a
DIESEL COST PER GALLON	BASE BID (COST PER TON)	BID ALTERNATE #1 (COST PER TON)	BID ALTERNATE #2 (COST PER CY)	BID ALTERNATE #3 (COST PER TON)	BID ALTERNATE #4 (COST PER EA)
\$2.00	8.92	53.50	5.17	219.-	
\$2.50	8.98	55.00	5.35	220.-	
\$3.00	9.04	56.50	5.53	221.-	
\$3.50	9.10	58.00	5.71	222.-	
\$4.00	9.16	59.50	5.89	223.-	
\$4.50	9.22	61.00	6.07	224.-	
\$5.00	9.28	62.50	6.25	225.-	
\$5.50	9.34	64.00	6.43	226.-	
\$6.00	9.40	65.50	6.61	227.-	
\$6.50	9.46	67.00	6.79	228.-	
\$7.00	9.52	68.50	6.97	229.-	
\$7.50	9.58	70.00	7.15	230.-	
\$8.00	9.64	71.50	7.33	231.-	
\$8.50	9.70	73.00	7.51	232.-	
\$9.00	9.76	74.50	7.69	233.-	
\$9.50	9.82	76.00	7.87	234.-	
\$10.00	9.88	77.50	8.05	235.-	
\$10.50	9.94	79.00	8.23	236.-	
\$11.00	10.00	80.50	8.41	237.-	
\$11.50	10.06	82.00	8.59	238.-	
\$12.00	10.12	83.50	8.77	239.-	
\$12.50	10.18	85.00	8.95	240.-	
\$13.00	10.24	86.50	9.13	241.-	
\$13.50	10.30	88.00	9.31	242.-	
\$14.00	10.36	89.50	9.49	243.-	
\$14.50	10.42	91.00	9.67	244.-	
\$15.00	10.48	92.50	9.85	245.-	

SIGNATURE

DATE

4/5/2022



AGENDA ACTION FORM

Consideration of an Approval of Offer for Easement and Right-of-Way for the Reservoir Road Storm Water Improvements Project

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

Action Form No.: AF-125-2022
 Work Session: May 16, 2022
 First Reading: NA

Final Adoption: May 17, 2022
 Staff Work By: R. Trent; A. Dobbins
 Presentation: R. McReynolds

Recommendation:

Approve the offer.

Executive Summary:

In order to make storm water improvements in the Reservoir Road area, the Public Works Department has requested easement and right-of-way across the affected property. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owner.

<u>TaxMap/Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#090; 039.00	Bobby Egan 4026 Reservoir Road Kingsport, TN 37660	Perm. 342 sq. ft. Temp. 458 sq. ft.	\$100.00 \$100.00

This project will be funded under #ST2108.

Attachments:

1. Project Location Map

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: *2w*

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



AGENDA ACTION FORM

Consideration of an Approval of Offer for Easements and Right-of-Way for the Stage Road Waterline Project

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

Action Form No.: AF-126-2022
 Work Session: May 16, 2022
 First Reading: NA

Final Adoption: May 17, 2022
 Staff Work By: R. Trent; H. Darby
 Presentation: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

In order to construct water lines in the Stage Road area, the Public Works Department has requested easements and right-of-ways across the affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

<u>TaxMap/Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#048; 096.10	Gary M. Hardoby 800 Fairview Street Bristol, Virginia 24201	Perm. 8,181 sq. ft.	\$1,250.00
#048B; D-015.00	Edward E. Douthat 390 Rolling Drive Kingsport, Tennessee 37660	Perm. 2,287 sq. ft.	\$840.00

This project will be funded under #WA2200.

Attachments:

1. Project Location Map

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*

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



WATER SYSTEM IMPROVEMENTS
ON
STAGE ROAD



AGENDA ACTION FORM

A Resolution Awarding the Bid for the Purchase of Asphalt for FY23

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

Action Form No.: AF-132-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on April 27, 2022 for the purchase of asphalt for use by all city departments for FY23 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to Summers-Taylor, Pave-well Paving Co. Inc., & W-L Construction and Paving Co. Inc. at an estimated annual cost of \$700,000 subject to increase or decrease based upon the monthly Tennessee Department of Transportation Asphalt Cement Index. Please see attached bid minutes for cost per ton.

The specifications included language that allows the City to award this bid to more than one vendor due to geographical considerations and asphalt availability.

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

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: *me*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BIDS FOR THE PURCHASE OF ASPHALT TO SUMMERS-TAYLOR, PAVE-WELL PAVING COMPANY, INC., AND W-L CONSTRUCTION AND PAVING COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened on April 27 2022, for the purchase of asphalt for use by all city departments on an as needed basis; and

WHEREAS, the specifications for the bid state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor, Pave-well Paving Co. Inc., and W-L Construction and Paving Company, Inc. are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase asphalt from Summers-Taylor, Pave-well Paving Co. Inc., and W-L Construction and Paving Company, Inc. at an estimated annual cost of \$700,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bids for the purchase of various types of asphalt for use by all city departments are awarded to Summers-Taylor, Pave-well Paving Co. Inc., and W-L Construction and Paving Company, Inc. at an annual estimated cost of \$700,000.00, and the city manager is authorized to execute purchase orders for the same.

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 17th day of May 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
April 27, 2022
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Olivia Nickens, Procurement Specialist

The Bid Opening was held in the Conference Room #436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

ASPHALT			
Vendor:	Pave-Well Paving Co.	W-L Const. & Paving	Summers-Taylor
Asphalt Topping, Plant Mix (411-E) Per Ton	\$88.41	\$83.64	\$93.50
Asphalt Binder, Plant Mix (307-C) Per Ton	\$82.23	\$79.19	\$82.00
Asphalt Binder, Plant Mix (307-B) Per Ton	\$75.14	\$72.30	\$80.00
Asphalt Surface, Plant Mix (411-D) Per Ton	\$98.00	\$93.02	\$89.50

The submitted bids will be evaluated and a recommendation made at a later date.

M E M O R A N D U M

April 28, 2022

TO: Nikisha Eichmann, Assistant Procurement Manager

FROM: Tim Elsea, Assistant Public Works Director

SUBJECT: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all three bidders (W & L Construction and Paving, Summers-Taylor, and Pavewell Paving). The bids were close and we would be able to use any one of the companies based on their distance from the job site.

Our recommendation for the Stone bid would be to award to both bidders (Vulcan Materials Company and Blue Water Industries). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having Blue Water Industries as a supplier in the event we have projects on the east side of town near the airport.

Our recommendation for the Concrete bid would be to award the bid to both bidders (Summers-Taylor and Ready Mix USA). The bids were very close and we would be able to use either one of the companies based on their truck availability.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

A Resolution Awarding the Bids of Summers-Taylor and Ready Mix USA for the Purchase of Concrete for FY23

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

Action Form No.: AF-133-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on April 27, 2022 for the purchase of concrete for use by all city departments for FY23 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to Summers-Taylor and Ready Mix USA at an estimated annual cost of \$60,000. Please see attached bid minutes for cost per CY.

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

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 AWARDED THE BIDS FOR THE PURCHASE
OF CONCRETE TO SUMMERS-TAYLOR AND READY MIX USA
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 27, 2022, for the purchase of concrete for use by all city departments on an as needed basis; and

WHEREAS, the specifications for the bid state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor and Ready Mix USA are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase concrete from Summers-Taylor and Ready Mix USA; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, the annual estimated cost of concrete is \$60,000.00; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bids for the purchase of various types of concrete all as set out above, for use by all city departments are awarded to Summers-Taylor and Ready Mix USA and the city manager is authorized to execute blanket purchase orders for the same.

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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
April 27, 2022
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Olivia Nickens, Procurement Specialist

The Bid Opening was held in the Conference Room #436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

CONCRETE		
Vendor:⇒	Summers-Taylor	Ready Mix USA
5000 PSI – Delivered Cost	\$148.00	\$145.00
4000 PSI – Delivered Cost	\$141.00	\$140.00
3000 PSI – Delivered Cost	\$136.00	\$135.00
5000 PSI – Cost if City Picks Up	N/A	N/A
4000 PSI – Cost if City Picks Up	N/A	N/A
3000 PSI – Cost if City Picks Up	N/A	N/A
Minimum Amount Delivered/CY	4	4
Cost/Mile for Delivery to Site	\$75.00 for less than 4 yards.	N/A
Extended Prices to Developers	No	No
Comments:		Bid Submitted Electronically

The submitted bids will be evaluated and a recommendation made at a later date.

MEMORANDUM

April 28, 2022

TO: Nikisha Eichmann, Assistant Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all three bidders (W & L Construction and Paving, Summers-Taylor, and Pavewell Paving). The bids were close and we would be able to use any one of the companies based on their distance from the job site.

Our recommendation for the Stone bid would be to award to both bidders (Vulcan Materials Company and Blue Water Industries). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having Blue Water Industries as a supplier in the event we have projects on the east side of town near the airport.

Our recommendation for the Concrete bid would be to award the bid to both bidders (Summers-Taylor and Ready Mix USA). The bids were very close and we would be able to use either one of the companies based on their truck availability.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

A Resolution Awarding the Bids of Vulcan Construction Materials, LP and Blue Water Industries for the Purchase of Crushed Stone for FY23

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

Action Form No.: AF-134-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on April 27, 2022 for the purchase of crushed stone for use by all city departments on an as needed basis for FY23. This bid was issued as a joint invitation to bid with the City of Church Hill, Tennessee. It is recommended to award the bids for the purchase of the items contained therein to Vulcan Construction Materials, LP & Blue Water Industries at an estimated annual cost of \$200,000 as follows:

Vulcan Materials	Per Ton	Blue Water Industries	Per Ton
Crusher Run Stone:	\$18.00	Crusher Run Stone:	\$20.00
Stone, TN Hwy # 68:	\$21.00	Stone, TN Hwy # 68:	N/A
Stone, TN Hwy # 57:	\$21.00	Stone, TN Hwy # 57:	\$26.95
Stone, TN Hwy # 8:	\$21.00	Stone, TN Hwy # 8:	\$25.95
Stone, TN Hwy # 10:	\$21.00	Stone, TN Hwy # 10:	\$25.95

Cost per Mile for Delivery: \$3.25 first mile \$.25 each additional Mile
 FOB only

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Bid Opening Memo
3. Recommendation Memo

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 AWARDING THE BIDS FOR THE PURCHASE
OF CRUSHED STONE TO VULCAN CONSTRUCTION
MATERIALS, LP AND BLUE WATER INDUSTRIES AND
AUTHORIZING THE CITY MANAGER TO EXECUTE BLANKET
PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 27, 2022, for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials, LP is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Crusher Run Stone at the cost of \$18.00 per ton, Stone-TN Hwy # 68 at the cost of \$21.00 per ton, Stone-TN Hwy # 57 at the cost of \$21.00 per ton, Stone-TN Hwy # 8 at the cost of \$21.00 per ton, and Stone-TN Hwy # 10 at the cost of \$21.00 per ton, with the cost per mile for delivery \$3.25 for the first mile and \$0.25 for each additional mile from Vulcan Construction Materials, LP; and

WHEREAS, upon review of the bids, the board finds Blue Water Industries is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Crusher Run Stone at the cost of \$20.00 per ton, Stone-TN Hwy # 57 at the cost of \$26.95 per ton, Stone-TN Hwy # 8 at the cost of \$25.95 per ton, and Stone-TN Hwy # 10 at the cost of \$25.95 per ton, free on board from Blue Water Industries; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts

Now therefore,

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

SECTION I. That the bid for purchase of various types of crushed stone for use by all city departments is awarded to Vulcan Construction Materials, LP as set out above, and the city manager is authorized to execute blanket purchase orders for the same.

SECTION II. That the bid for purchase of various types of crushed stone for use by all city departments is awarded to Blue Water Industries as set out above, and the city manager is authorized to execute blanket purchase orders for the 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 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 17th day of May 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING

April 27, 2022

4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Olivia Nickens, Procurement Specialist

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

STONE		
Vendor ⇒	Blue Water Industries	Vulcan Materials
Crusher Run Stone City of Kingsport	\$20.00	\$18.00
Crusher Run Stone City of Church Hill	\$20.00	\$18.00
Stone, TN Hwy. #68 City of Kingsport	N/A	\$21.00
Stone, TN Hwy. #68 City of Church Hill	N/A	\$21.00
Stone, TN Hwy. #57 City of Kingsport	\$26.95	\$21.00
Stone, TN Hwy. #57 City of Church Hill	\$26.95	\$21.00
Stone, TN Hwy. #8 City of Kingsport	\$25.95	\$21.00
Stone, TN Hwy. #8 City of Church Hill	\$25.95	\$21.00
Stone, TN Hwy. #10 City of Kingsport	\$25.95	\$21.00
Stone, TN Hwy. #10 City of Church Hill	\$25.95	\$21.00
FOB Point Located at:	736 Centenary Rd.	400 Deneen Lane, Kingsport
Cost Per Mile For Delivery City of Kingsport	FOB Only	\$3.25 1 st mile & \$0.25 each additional mile.
Cost Per Mile For Delivery City of Church Hill	FOB Only	\$3.25 1 st mile & \$0.25 each additional mile.
Extension of Bid Price to Developers	No	No
Areas Serviced – Both, Southside, Northside	Both	Both
Comments:		Bid Submitted Electronically

The submitted bids will be evaluated and a recommendation made at a later date.

MEMORANDUM

April 28, 2022

TO: Nikisha Eichmann, Assistant Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Asphalt, Stone & Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt, Stone and Concrete.

Our recommendation for the Asphalt bid would be to award the bid to all three bidders (W & L Construction and Paving, Summers-Taylor, and Pavewell Paving). The bids were close and we would be able to use any one of the companies based on their distance from the job site.

Our recommendation for the Stone bid would be to award to both bidders (Vulcan Materials Company and Blue Water Industries). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having Blue Water Industries as a supplier in the event we have projects on the east side of town near the airport.

Our recommendation for the Concrete bid would be to award the bid to both bidders (Summers-Taylor and Ready Mix USA). The bids were very close and we would be able to use either one of the companies based on their truck availability.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bids of JTB Construction LLC and Glass Machinery & Excavation for Contracted Truck Hauling for FY23

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

Action Form No.: AF-135-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on April 26, 2022 for Contracted Truck Hauling for use by the Public Works Department for FY23 on an as needed basis. It is recommended to award the bid to JTB Construction LLC and Glass Machinery & Excavation at an estimated annual cost of \$60,000.00. Please see attached bid minutes for diesel cost per gallon.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: *John*

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: *John*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BIDS FOR CONTRACTED
TRUCK HAULING FOR FISCAL YEAR 2023 TO JTB
CONSTRUCTION, LLC, AND GLASS MACHINERY &
EXCAVATION, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 26 2022, for contracted truck hauling services to serve the public works department on an as needed basis; and

WHEREAS, upon review of the bids, the board finds JTB Construction, LLC and Glass Machinery & Excavation, are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase contracted truck hauling from JTB Construction, LLC and Glass Machinery & Excavation, at an estimated annual cost of \$60,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for contracted truck hauling for use by the public works department on an as needed basis are awarded to JTB Construction, LLC and Glass Machinery & Excavation, at an annual estimated cost of \$60,000.00, and the city manager is authorized to execute purchase orders for the same.

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 17th day of May 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHAL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID OPENING MINUTES

April 26, 2022

4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager;
Sandra Sloan, Assistant Procurement Manager Schools

The Bid Opening was held in the Conference Room #436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

CONTRACTED TRUCK HAULING		
Diesel Cost Per Gallon	Vendors	
	JTB Construction, LLC	Glass Machinery & Excavation
\$2.00	\$95.00	\$85.00
\$2.25	\$95.00	\$85.00
\$2.50	\$95.00	\$85.00
\$2.75	\$95.00	\$85.00
\$3.00	\$95.00	\$87.00
\$3.25	\$95.00	\$89.00
\$3.50	\$95.00	\$91.00
\$3.75	\$95.00	\$93.00
\$4.00	\$96.00	\$95.00
\$4.25	\$97.00	\$97.00
\$4.50	\$98.00	\$99.00
\$4.75	\$99.00	\$101.00
\$5.00	\$100.00	\$103.00
\$5.25	\$102.00	\$105.00
\$5.50	\$103.00	\$107.00
\$5.75	\$104.00	\$109.00
\$6.00	\$105.00	\$111.00
\$6.25	\$107.00	\$113.00
\$6.50	\$108.00	\$115.00
\$6.75	\$109.00	\$117.00
\$7.00	\$110.00	\$119.00
\$7.25	\$112.00	\$121.00
\$7.50	\$113.00	\$123.00
\$7.75	\$114.00	\$125.00
\$8.00	\$115.00	\$127.00
\$8.25	\$117.00	\$129.00
\$8.50	\$118.00	\$131.00
\$8.75	\$119.00	\$133.00
\$9.00	\$120.00	\$135.00
\$9.25	\$122.00	\$137.00
\$9.50	\$123.00	\$139.00
\$9.75	\$124.00	\$141.00
\$10.00	\$125.00	\$143.00
\$10.25	\$127.00	\$145.00
\$10.50	\$128.00	\$147.00
\$10.75	\$129.00	\$149.00
\$11.00	\$130.00	\$151.00
\$11.25	\$132.00	\$153.00
\$11.50	\$133.00	\$155.00
\$11.75	\$134.00	\$157.00
\$12.00	\$135.00	\$159.00
\$12.25	\$137.00	\$161.00
\$12.50	\$138.00	\$163.00
\$12.75	\$139.00	\$165.00
\$13.00	\$140.00	\$167.00
\$13.25	\$142.00	\$169.00
\$13.50	\$143.00	\$171.00
\$13.75	\$144.00	\$173.00
\$14.00	\$145.00	\$175.00
\$14.25	\$147.00	\$177.00
\$14.50	\$148.00	\$179.00
\$14.75	\$149.00	\$181.00
\$15.00	\$150.00	\$183.00

Price submitted are based on an hourly rate.

The submitted bids will be evaluated and a recommendation made at a later date.

MEMORANDUM

May 3, 2022

TO: Nikisha Eichmann, Assistant Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Contracted Truck Hauling Bid Award

Greg Willis and I have reviewed the recent bids for Contracted Truck Hauling.

Our recommendation for the Contracted Truck Hauling would be to award the bid to both bidders (JTB Construction, LLC and Glass Machinery & Excavation). The bids were very close and we would be able to use either one of the companies based on their availability.

If you have any questions please contact me at your convenience at 229-9451.



AGENDA ACTION FORM

A Resolution to Approve Sourcewell Contract with Verizon Connect NWF, Inc. for GPS Equipment and Services

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

Action Form No.: AF-142-2022
Work Session: May 16, 2022
First Reading: N/A

Final Adoption: May 17, 2022
Staff Work By: Committee
Presentation By: R. McReynolds/S. Leonard

Recommendation:

Approve the resolution.

Executive Summary:

In the interest of standardization to promote efficiency and ease of use, we recommend that the City enter into a contract with Verizon Connect for GPS tracking services for City vehicles. This agreement would utilize Sourcewell Cooperative Purchasing Agreement #K020221 for use by the Fleet Maintenance Department. The cost of installation and hardware costs are included in the price of \$18.95 per month per GPS unit. The City currently has 238 GPS units, which would make the current annual cost \$54,121.20. This amount will increase as more GPS units are added to the fleet.

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 the City of Kingsport can buy with confidence.

Please see the attached recommendation memo for additional information, Sourcewell Cooperative Contract, and contract addendum for more information.

Funding is identified in Account # 51150085013023

Attachments:

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

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

Funding source appropriate and funds are available: *[Signature]*

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: *[Signature]*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO VERIZON CONNECT NWF, INC. FOR GPS EQUIPMENT AND SERVICES UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. K020221 GPS SERVICES FOR USE BY THE FLEET MAINTENANCE DEPARTMENT

WHEREAS, staff recommends the purchase of the installation and hardware of GPS services for tracking services for city vehicles utilizing Sourcewell Cooperative Purchasing Agreement # K020221, for use by the fleet maintenance department; and

WHEREAS, the city participates in the Sourcewell cooperative purchasing; and

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

WHEREAS, the city currently has 238 GPS Units, and the cost is \$18.95 per month per GPS unit; and

WHEREAS, in order to purchase the equipment and services, a purchase order as well as a participating addendum thereto, needs to be issued to Verizon Connect GPS Services, in the current annual amount of \$54,121.20 and this amount will increase as more GPS units are added to the fleet; and

WHEREAS, funding for this equipment is available in project account #51150085013023.

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 and participating addendum thereto to Verizon Connect NWF, Inc., for GPS equipment and tracking services for use on city vehicles utilizing Sourcewell Cooperative Purchasing Agreement # K020221, for use by the fleet maintenance department in the current annual amount of \$54,121.20.

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 17th day of May, 2022.

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: May 4, 2022
Re: Verizon Connect GPS Services

It is the recommendation of this office to begin utilizing Verizon Connect for the fleet's GPS services utilizing Sourcewell contract #K020221 and an addendum prepared by the City of Kingsport's legal team. Currently we use Sprint and T-Mobile for the service as well as Geotab for the GPS hardware with 238 units in service. Switching to Verizon will allow us consolidate and standardize the billing of this service from dealing with three separate vendors to one. Simplifying the service would allow for more efficiency and ease of use.

In addition, Verizon Connect is offering GPS services at a cheaper price than Sprint / T-Mobile. A cost comparison is provided below.

	Sprint / T-Mobile	Verizon Connect
Service Fee	\$18.25 - \$28.00 per unit	\$18.95 per unit
Installation Cost	\$85.00 per unit plus	Install included in service fee
Hardware Cost	\$38.00 per unit average	Hardware costs included in service fee
Current Total Annual Cost	\$59,775.48 for service only	\$54,121.20 for service, install, and hardware

The majority of the GPS devices that we are currently using through Sprint / T-Mobile will have to be replaced before June because Sprint / T-Mobile will be deactivating all devices that run on 3G at that time. Because of this, we suggest that now would be a good time to make this change.

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

Thank you.

Exhibit C-1: Verizon Connect NWF Additional Terms and Conditions

These additional terms and conditions set forth in this Exhibit C-1 (the “**Additional Terms**”) are part of Sourcewell Contract #020221-NWF (“**Sourcewell Contract**”), which governs the purchase and use by a Sourcewell Member (“**Customer**” or “**You**”) of products and services offered by Verizon Connect NWF Inc. (“**VCN**”). Customer’s providing an electronic signature as part of completing an electronic Order Form or submitting or signing an Order Form for products and services offered pursuant to the Sourcewell Contract indicates Customer’s acceptance of the terms of the Sourcewell Contract, including these Additional Terms. If Customer does not agree to the Sourcewell Contract, including these Additional Terms, the Customer may not order such products or services. With respect to each Customer, its Accepted Order Form plus the terms of the Sourcewell Contract, including these Additional Terms, are collectively referred to herein as the “**Agreement**”. If there is a conflict between the terms of a Customer’s Accepted Order Form and its Agreement, the terms of the Agreement (without reference to its Accepted Order Form) shall prevail.

Pursuant to the Sourcewell Contract, VCN offers the following three suites of telematics product offerings:

- (1) VCN Solutions -- the Devices, VCN Services, VCN Website, Customer Website Pages and Installation Services developed and offered by VCN (collectively, “**VCN Solutions**”);
- (2) VCT Solutions -- the Devices, VCT Service Website, VCT Server Software, Remote Software, Map Data, VCN Website and Installation Services developed by Verizon Connect Telo (“**VCT**”) and offered through its affiliate, VCN (collectively, “**VCT Solutions**”); and
- (3) VCF Solutions -- the Devices, accessories and services developed by Verizon Connect Fleet (“**VCF**”) and offered through its affiliate, VCN (collectively, “**VCF Solutions**”).

Unless otherwise specified in this exhibit, these Additional Terms shall apply to VCN Solutions, VCT Solutions and VCF Solutions (collectively, “**Verizon Connect Services**”).

1. DEFINITIONS

When used in these Additional Terms, the following terms, when capitalized, shall have the meaning as set forth below:

- 1.1. **Accepted Order Form:** An Order Form which has been executed by Customer and accepted by VCN.
- 1.2. **Agreement Term:** Agreement Term shall have the meaning set forth in Section 11.1 below.
- 1.3. **Confidential Information:** Any non-public or proprietary information of a party (the “**Disclosing Party**”) which is obtained by the other party (the “**Receiving Party**”) in the course of activity pursuant to the Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Verizon Connect Services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that the Receiving Party can show: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without

restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4. **Devices:** The physical equipment designated on an Accepted Order Form.

1.5. **Fees:** The purchase prices for Devices and accessories, Installation Service fees for Devices, the fees for the applicable VCN Services, VCT Services and/or VCF Services, and any other fees payable by Customer as set forth in these Additional Terms and an Accepted Order Form.

1.6. **Installation Services:** The set of services offered to install Devices in accordance with Section 4 below. Installation Services may include: (i) the installation of Devices and corresponding accessories into Customer-designated Vehicles; and (ii) the provision of cable wiring and other minor ancillary parts required to install the purchased Devices.

1.7. **Order Form:** An order form provided by VCN to Customer, pursuant to which Customer orders Devices, and/or Services.

1.8. **Service Partners:** The companies that VCN, VCT and VCF work with, from time to time, to provide the VCN Solutions, VCT Solutions and/or VCF Solutions, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

1.9. **Service Term:** The period during which Customer is entitled to use the VCN Solutions, VCT Solutions and/or VCF Solutions under each applicable Accepted Order Form and as set forth in Section 11 herein.

1.10. **Third Party Services:** The services that Customer may elect to receive directly from a third party, including wireless service, internet service, safety monitoring, fuel card, or any other service related to the VCN Solutions, VCT Solutions and/or VCF Solutions. Additional terms and conditions between such third party service providers and Customer apply if Third Party Services are used in connection with the VCN Solutions, VCT Solutions and VCF Solutions.

1.11. **VCN Website:** The VCN website currently located at www.verizonconnect.com.

1.12. **Vehicle:** An on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped (or will be equipped) with a Device.

1.13. **Definitions applicable solely to the VCN Solutions:**

1.13.1 **Customer Website Pages:** The web pages on the VCN Website which are designated by VCN for use by Customer.

1.13.2 **Device Contract Term:** The minimum length of time a Device is required to be active as part of a VCN Solution, which is identified on the applicable Accepted Order Form.

1.13.3 **VCN Services:** The services offered hereunder by VCN, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the VCN Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d)

Customer access and usage of Customer Website Pages; (e) Device installation services, but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (APIs) provided by VCN ("**VCN Data Services**"), but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by VCN as set forth on a signed Professional Services Addendum attached to an Accepted Order Form.

1.14. **Definitions applicable solely to the VCT Solutions:**

1.14.1 **Map Data:** The map data and satellite imagery provided as part of the Software Service. The use of Map Data is pursuant to applicable end user license agreements which are incorporated herein by reference and can be found on the VCN Website.

1.14.2 **Remote Software:** Software that may be provided by VCN that will be installed on a permitted device or computer system to access the Service Website and certain additional features of the Software Service. The use of Remote Software is pursuant to applicable end user license agreements which are incorporated herein by reference and may be found on the VCN Website.

1.14.3 **VCT Service Website:** An access-restricted website and its related databases, servers, and software.

1.14.4 **VCT Server Software:** The software residing on the VCT Service Website.

1.14.5 **VCT Services:** Any VCT software services ordered hereunder.

1.15. **Definitions applicable solely to the VCF Solutions:**

1.15.1 **Authorization Agreement:** The document under which Customer authorizes direct debit or credit card payments to be made for VCF Solutions.

1.15.2 **Non-powered Asset Vehicle Tracking Units:** Tracking units for Vehicles that do not have their own power sources, such as flatbeds, generators, pumps, dumpsters, containers, lifts and tanks.

1.15.3 **VCF Services:** The VCF subscription services and software applications specified on the Accepted Order Form, including any associated VCF Software, Devices and documentation.

1.15.4 **VCF Software:** The online software applications provided as part of the VCF Services, together with any other software provided in connection with the VCF Services.

1.15.5 **VCF Subscription:** A single subscription to the VCF Services, whether based on the number of Vehicles, users, administrators or other measures set forth on the applicable Services Order Form. As it relates to the VCF Solutions, a "Subscription" may also be referred to as a "unit".

2. **ORDERS, DELIVERY, AND ACCEPTANCE**

2.1. **Order Forms:** Customer may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without VCN's written consent; any such action by Customer shall be considered null and void and have no effect on the Accepted Order Form. The transmittal to Customer of an Order Form does not constitute an offer. All orders are subject to acceptance by VCN, evidenced either (a) in writing via email, or (b) by shipping the Devices or provisioning the Verizon Connect Service.

2.2. **Shipping, Risk of Loss and Acceptance:** Devices will be shipped to the address designated on Customer's Accepted Order Form. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Shipping is included in the price of Devices or, if applicable, Device accessories (e.g., cables).

3. **INTELLECTUAL PROPERTY RIGHTS AND LICENSES**

Except as explicitly set forth in this Agreement, all rights, title (other than Devices and hardware accessories purchased by Customer), and interest in and to the Devices, Verizon Connect Services and, upon its creation, all other proprietary rights therein, shall at all times remain with VCN, its affiliates and/or its suppliers. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, title, interest or licenses in respect of the Verizon Connect Services and the Devices. Customer will not delete or alter the copyright, trademark, and other proprietary rights notices of VCN, its affiliates or their licensors appearing on the Devices or Verizon Connect Services.

3.1. **VCN LICENSE**

3.1.1 During the Service Term, VCN grants to Customer a non-exclusive, non-transferable license to: (a) use the VCN Services in the United States and such other countries as may be approved by VCN in writing; (b) access and use the Customer Website Pages; and (c) use the firmware and the software included in the VCN Devices, solely for use in connection with the VCN Services, and as provided in this Agreement. Redistribution or resale of the VCN Services by the Customer is prohibited without VCN's prior written consent.

3.2. **VCT LICENSE**

3.2.1 During the Service Term, Customer will have a non-exclusive, non-transferable license to: (i) access and use the VCT Server Software through the VCT Service Website within the United States; (ii) download one copy of the Remote Software to each permitted device or computer system; (iii) install and use, for its internal business purposes only, the Remote Software on each permitted device or computer system; (iv) view any Map Data; and (v) use the VCT Service in accordance with this Agreement.

3.3. **VCF LICENSE**

3.3.1 During the Service Term, Customer will have a non-exclusive, non-transferable license to access and use the VCF Devices and VCF Services. The VCF Devices and the VCF Services may contain certain third-party applications licensed to VCF or its affiliates. The right to access and use the VCF Services granted hereunder shall be subject to any underlying third party license for any component of the VCF Devices or VCF Services.

3.4. API DATA SERVICES

3.4.1 Certain Services, such as VCN Data Services, which are offered pursuant to the Agreement facilitate the sharing of the data collected by the applicable Verizon Connect Services with third parties and/or third party applications (collectively, “**API Data Services**”). If Customer requests API Data Services, the following additional terms apply:

3.4.2 To enable VCN and its affiliates to provide the API Data Services requested by Customer, Customer authorizes VCN and its affiliates to grant the individual(s) and/or companies selected by Customer (each, a “Third Party”) access to data from Customer’s subscription services account and related information therein. Customer acknowledges that the data access granted to the Third Party via the API Data Services is being undertaken solely at the direction of, and for the convenience of Customer. With respect to each specific API Data Service provided to the Third Party requested by Customer, this authorization remains in effect until Customer cancels such API Data Services by providing written termination notice (as described in Section 11 below).

3.4.3 Customer acknowledges and agrees that Customer is responsible for protecting and securing all usernames and passwords from unauthorized use, including use by the Third Party or by any other person/organization to whom Customer grants access (whether directly or through the API Data Services). Customer agrees that access to the Third Party or any other person/organization to whom Customer provides access, directly or indirectly, is at Customer’s sole risk and expense.

3.4.4 Customer agrees to comply with all data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and the California Consumer Privacy Act (CCPA), if such regulations are applicable pursuant to the data access being provided by the API Data Services granted by this Form. Customer acknowledges that if GDPR is applicable, Customer would be deemed a “controller” thereunder. Customer represents and warrants that it has obtained all relevant consents from end-users, employees, or relevant data subjects to this access. Customer further agrees to indemnify and hold VCN harmless from and against any and all claims, losses, costs, damages, and liabilities by third parties arising out of or in any way connected to or related to such access, including but not limited to the failure to obtain end user or data subject consent for this transfer or such access.

4. INSTALLATION SERVICES

4.1. Upon creation of an Accepted Order Form and except for Devices for Self-Install (as defined below), VCN will perform Installation Services pursuant to this Agreement to enable the Verizon Connect Services ordered by Customer. Installation Services may be performed by a Service Partner, who will install the Devices at a mutually agreed-upon time and location. Prior to performance of Installation Services, Customer must provide to VCN an accurate list of Devices to be installed and the address(es) where Devices should be shipped. Customer personnel must be onsite during performance of Installation Services to: (i) provide keys and access to Vehicles; (ii) allow for Vehicle inspections; and (iii) acknowledge installation-related issues. If Customer personnel does not remain onsite during the entirety of the installation process, the installation will be deemed accepted when completed. The following services are outside the scope of Installation Services, which VCN will not be obligated to perform: (a) procure, install, or configure mobile devices; (b) install tablets or tablet mounts; or (c) train Customer on how to self-install Devices or other hardware. Generally, VCN will require two to three weeks’ lead-time

to begin installations. Installer will follow generally accepted industry standards when performing Installation Services. Specific installation requests must be provided in advance by Customer in writing. Before proceeding with any Installation Service that involves more work than is standard and customary, VCN will advise and obtain Customer approval for additional fees to be charged for such non-standard installation. Customer shall be liable for a "no-show" charge at then-current standard rates per Vehicle in the event that (i) Customer, any Vehicle or delivered Device is not available or prepared for a scheduled installation, or (ii) a scheduled installation appointment is cancelled, or the installation location and/or time is changed, by Customer less than 24 hours prior to the previously agreed date and time. VCN's inability to install a Device in Customer Vehicles due to unavailability of Customer or relevant Vehicles shall not relieve Customer of its duty to pay any relevant fees pertaining to such Vehicle(s). Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring, and performing other similar alterations to the Vehicle and that VCN has no obligation to restore the Vehicle to its original state after removal of Devices. When Installation Services are completed, the installer will provide an installation log to Customer documenting any issues found.

4.2. Self-Install of Devices: In the event that installation or de-installation is carried out by Customer, Customer's employees, agents, representatives or nominated subcontractors ("Self-Install"), then Customer shall be responsible for compliance with all applicable laws related thereto and the proper installation of the Device. Non-powered Asset Vehicle Tracking Units that are part of VCF Solution require Customer to Self-Install. Customer acknowledges and understands that VCN will not be obligated in any way for the installation of any Self-Install Devices. VCN shall not be liable for any issues, losses or damages whatsoever in connection with the Self-Install of Devices, including without limitation, if Devices or Verizon Connect Services are not able to properly function, unless such damage has been caused by the negligent act or omission of VCN. For Self-Installed Devices, Customer shall be responsible for ensuring secure placement in or on the applicable Vehicle and for ongoing inspections for wear and tear and potential degradation.

4.3. VCN Solutions: For Devices, VCN or its Service Partners will install the Device in the applicable vehicle at a mutually agreed location, in accordance with its Installation Policy, located at https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf, as it may be amended from time to time.

5. TRAINING AND SUPPORT SERVICES

5.1. Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and Verizon Connect Services and will require such coordinator(s) to participate in training provided from time to time by VCN. This online training may be available at no additional charge to Customer.

5.2. VCN Support Desk (Networkfleet): During the time Customer is entitled to receive VCN Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN Solutions during VCN's regular working hours. Customer may call VCN or its designee at (866) 227-7323 or e-mail inquiries to NWFSupport@Verizonconnect.com for support services.

5.3 VCT Support Desk (Gov Fleet): During the time Customer is entitled to receive VCT Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN

Solutions Verizon Connect Services during VCN's regular working hours. Customer may call VCN or its designee at (800) 906-9316 or e-mail inquiries to fleet.govt@verizonconnect.com for support services.

5.4 **VCF Support Desk (Reveal):** During the time Customer is entitled to receive VCF Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN Solutions Verizon Connect Services during VCN's regular working hours. Customer may call VCN or its designee at 800-906-9545 or e-mail inquiries to reveal.govt@verizonconnect.com or support services.

6. CUSTOMER OBLIGATIONS

6.1. Customer agrees to use the Verizon Connect Services in accordance with their intended purposes. Customer shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with VCN's Website Acceptable Use Policy (available at the VCN Website) and Verizon's Privacy Policy (available at www.verizon.com/privacy). Customer will provide notice to its Vehicle operators that the Vehicle has been enabled for use with a Verizon Connect Services, which collects data associated with the Vehicle's location and manner of operation.

6.2. Customer shall provide VCN with (i) all necessary cooperation in relation to this Agreement, (ii) all necessary and timely access to its premises and Vehicles to enable VCN to comply with its obligations in relation to the installation of the Devices, and (iii) all necessary access to such information as may be required by VCN in order to render the Verizon Connect Services.

6.3. Customer shall ensure that (i) only authorized users access the Verizon Connect Services, (ii) usernames and passwords are protected from unauthorized use, (iii) it immediately notifies VCN in respect of any suspected or actual breach of security, and (iv) its network and systems comply with the relevant specifications provided by VCN from time to time. Customer is responsible for all use of the Verizon Connect Services made using any usernames and passwords registered by or allocated to it, whether or not the use is made by Customer or someone else using its username and password. Customer is responsible for protecting and securing its username and password from unauthorized use.

6.4. Customer confirms that to the extent required under applicable law or regulation, that it shall provide notice to and receive consents from all its employees, contractors, agents and other authorized users of the Devices and Verizon Connect Services of: (a) the nature of the Verizon Connect Services, including for the collection of Vehicle Information (defined below), and, if applicable, any Video Content (as defined below in Section 17.3) and the anticipated use of any such information and content, which may include his or her personal data by the Customer and by VCN and its affiliates in connection thereto and (b) the collection, use and disclosure of such information and content as set out in this Agreement and in Verizon's Privacy Policy. In addition to the foregoing, the Customer acknowledges and agrees that it is solely responsible for accessing and using the Devices and Verizon Connect Services in compliance with the terms of this Agreement and any applicable law or regulation, including without limitation, local law provisions regarding remote employee monitoring and the recording, storage and use of Video Content.

7. LIMITED WARRANTY

7.1. VCN Solutions:

7.1.1 Devices: VCN warrants to Customer that VCN Devices (other than Asset Tracker Devices) provided by VCN will be free from defects in material and workmanship that prevent the VCN Device from functioning in accordance with its specifications for the greater of (i) three (3) years after shipment or (ii) such time as Customer has continuously paid for VCN Services. The VCN Device warranty will cease to be effective thereafter. For the avoidance of doubt, the warranty will not resume in the event Customer resumes VCN Services at a later date.

7.1.2 Asset Tracker Devices: VCN warrants to Customer that Asset Tracker Devices (excluding the battery) which have been purchased new from VCN by Customer will be free from defects in material and workmanship that prevent the VCN Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such Asset Tracker Device.

7.1.3 Accessories: VCN warrants to Customer that all accessories (including harnesses) which are purchased new from VCN by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.

7.1.4 Installation Services:

7.1.4.1 Standard Warranty: VCN warrants to Customer that Installation Services provided by VCN or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such Installation Services.

7.1.4.2 Extended Warranty: In the event Customer purchases an extended installation warranty ("Limited Lifetime Warranty"), VCN warrants to Customer that such installation services shall be free from defects in workmanship associated with VCN's installation of the VCN Device pursuant to this Agreement during the period of coverage of the Limited Lifetime Warranty.

7.1.5 Additional Warranty Terms and Claims Process: Warranty claims must be made by notifying VCN in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in VCN's then-current applicable warranty policy located at https://static.verizonconnect.com/networkfleet/Limited_Lifetime_Warranty_Policy_Direct_VAR.pdf. Subject to Section 8 (Exclusions) below and the VCN's then-current applicable warranty policy, VCN will, at its discretion, either repair or replace any non-complying VCN Device with a VCN Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the VCN Device.

7.1.6 THE REMEDIES IN THIS SECTION 7.1 ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 7.4 AND 8 BELOW AND ARE VCN'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY FOR A VCN SOLUTION.

7.2. VCT Solutions:

7.2.1 VCN warrants to Customer that a VCT Device purchased hereunder will be free from material defects in material and workmanship that prevent the VCT Device from functioning in accordance with its specifications for a period of twelve (12) months from shipment;

7.2.2 VCN warrants to Customer that the VCT Service will materially conform to the applicable user documentation provided with the VCT Service for the term of the order;

7.2.3 VCN warrants to Customer that Installation Services will be free from defects in workmanship for thirty (30) days from completion of such installation;

7.2.4 VCN will, at its discretion, repair or replace any VCT Device with a VCT Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device. VCN will use commercially reasonable efforts to repair or replace the non-conforming VCT Service as a part of support and maintenance for the VCT Service;

7.2.5 THE REMEDIES IN THIS SECTION 7.2 ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 7.4 AND 8 BELOW AND ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY FOR A VCT SOLUTION.

7.3 VCF Solutions:

7.3.1 **VCF Devices.** Subject to the exclusions in Section 7.4 below, VCN warrants that, for the applicable Service Term and during Customer's continuous subscription (the "Warranty Period"), the Devices will be free from defects in materials and workmanship and will substantially conform to the specifications for such Devices. If a VCF Device is defective within the Warranty Period, VCF will repair or replace it within a reasonable period using components or replacements that are new, or equivalent to new in accordance with industry standards and practice. Customer will provide VCF or its designated representatives reasonable access to Vehicles to effect such repairs or replacements.

7.3.2 **VCF Asset Tracker Devices.** (a) Subject to the limitations contained herein, VCN warrants that, for the applicable Service Term, the Equipment will be free from defects in materials and workmanship and will substantially conform to the specifications for such Equipment. If the Equipment is defective within the Warranty Period, VCN will repair or replace them within a reasonable period using components or replacements that are new, or equivalent to new in accordance with industry standards and practice. Customer will provide VCN or its designated representatives reasonable access to Vehicles to effect such repairs or replacements. (b) Battery-Powered Asset-Tracking Equipment. Customer acknowledges and agrees that (i) Customer shall be solely responsible for replacing and installing any depleted batteries required to operate the battery-powered asset-tracking Equipment ordered by Customer under the Agreement and that VCN's warranty obligations set forth in Section 7.3.1 above shall not apply to any such depleted batteries for any reason; (ii) Customer is solely responsible for keeping track of the remaining expected life of such batteries, and ordering replacement batteries from VCN in a timely manner to ensure uninterrupted receipt of the applicable VCN Services; and (iii) VCN shall not be liable for any loss or damage whatsoever in connection with the Self-install of such batteries, including without limitation if Equipment or Services should be unable to function properly, unless such damage has been caused by the negligent act or omission of VCN. VCN shall not be liable to Customer for any loss or damage whether resulting directly or indirectly from the unavailability of

any of the Services, degradation of the accuracy of the information, or the failure of Equipment as a result of any depleted batteries. Subject to the limitations contained in this section, for the avoidance of doubt VCN warrants that for the duration of the applicable Service Term, battery-powered asset-tracking Equipment, including the related batteries, will be free from defects in materials and workmanship and will substantially conform to the specifications of such Equipment

7.3.3 THE ABOVE REMEDY ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 7.4 AND 8 BELOW AND SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ANY OTHER REMEDY AVAILABLE TO THE CUSTOMER AT LAW OR IN EQUITY IN RESPECT OF ANY DEFECTIVE VCF DEVICES.

7.4 **EXCLUSIONS:**

7.4.1 **VCN Solutions:** The Limited Warranty for VCN Solutions do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (a) installation not performed by VCN or its authorized subcontractors and/or failure to properly install the VCN Devices as described in the VCN installation guides (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper self-installation); (b) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (c) failure of the facilities Customer uses to access the VCN Website or failure to conform to VCN specifications; (d) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by VCN; or (e) use by Customer of hardware or software not provided or approved by VCN. Customer will be responsible for the cost of any support services provided by VCN resulting from any of the foregoing.

7.4.2 **VCT Solutions:** The Limited Warranty for VCT Solutions does not cover any VCT Device which: (i) has been repaired, disassembled, reverse engineered, decompiled, adjusted, altered, or modified in any way so as in the judgement of VCN, or its supplier to affect its stability and reliability; (ii) has an accessory purchased from any entity other than VCN installed thereon; (iii) has been subject to misuse, abuse, negligence, accident, incorrect installation (unless installed by VCN, VCT, or a Service Partner), or improper storage, maintenance, or operation; (iv) has had software installed on it by a party other than the original manufacturer, VCN, or Service Partner; (v) has been subjected to operating or environmental conditions that deviate from the VCT Device's specifications; (vi) has been damaged due to acts of God; (vii) has been damaged due to service performed by an unauthorized entity; or (viii) has its serial number defaced, altered, or removed. The Limited Warranty for VCT Solutions does not extend to Map Data. Nothing will be construed as providing or intending to provide the Limited Warranty to a third party. The Limited Warranty will not apply if Customer has more than one On-Board Diagnostic System II device connected to an On-Board Diagnostic System port at a time. The Limited Warranty does not extend to any accessories (e.g. panic switch, ID button, cables, and other accessories purchased for use with location tracking units) or tablets, except that VCN will pass on to Customer any manufacturer warranty made available by manufacturer, if applicable. VCN does not warrant installations during any period (a) against abuse, misuse, modification, or unintended use; or (b) an installation which results in covering or otherwise concealing an antenna.

7.4.3 **VCF Solutions:** Under no circumstances shall VCN be liable to Customer or any third party for loss of use of any Vehicle when the VCF Devices is being repaired or replaced or for any indirect or consequential loss. VCF's obligation to repair or replace defective VCF Devices

pursuant to Section 7.3 above does not apply to malfunctions resulting from: (i) damage caused by incorrect installation, use, modification or repair by any unauthorized third party or by the Customer or its representative, (ii) misuse or abuse to any element of the system or component thereof, (iii) damage caused by Customer, its agents, representatives or any third party outside VCF's control, or (iv) damage caused by the connection of the VCF Device to any third party products or software provided by the Customer.

7.4.4 Replacement Devices Not Covered by Warranty: If the Device and/or accessory is not eligible to be replaced at no charge pursuant to the warranty terms specified above, Customer will be charged the price specified in pricing information for any replacement Device and/or accessory shipped to Customer and Customer shall submit an Order for such replacement Device and/or accessory.

8. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN SECTION 7.1 ABOVE, NEITHER VCN NOR ITS AFFILIATES NOR THEIR SUPPLIERS MAKES ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES, THE INSTALLATION SERVICES AND THE VERIZON CONNECT SERVICES, INCLUDING MAPPING INFORMATION, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (SUCH AS HOURS OF SERVICE REPORTS), QUALITY, RELIABILITY, OR ACCURACY THEREOF. THE DEVICES AND VERIZON CONNECT SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS BASIS". TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VCN AND ITS AFFILIATES DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, MAP DATA AND OTHER CONTENT FROM VCN OR ITS AFFILIATES TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE OR MEET THE CUSTOMER'S REQUIREMENTS. VCN AND ITS AFFILIATES MAKES NO WARRANTIES OF ANY KIND, AND HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WITH RESPECT TO THE CONTENT OF ANY THIRD PARTY INFORMATION WHICH IT MAY MAKE AVAILABLE TO THE CUSTOMER IN THE COURSE OF PROVIDING ONE OR MORE OF THE VERIZON CONNECT SERVICES. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VCN OR ITS AFFILIATES WILL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO, AND WILL NOT, RELY ON ANY SUCH ADVICE OR INFORMATION.

9. FEES AND INVOICING TERMS – VCN SOLUTIONS & VCT SOLUTIONS

9.1. FOR VCN SOLUTIONS: Unless otherwise provided in an Accepted Order Form, or by written agreement between VCN and Customer:

9.1.1 Unbundled Devices and Accessories: Purchase prices and shipping fees are invoiced upon delivery of the VCN Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

9.1.2 Unbundled VCN Service: The applicable VCN Services fee associated with a Device begins at the time of activation of the Device and is invoiced monthly in arrears.

9.1.3 VCN Bundled Devices and Services: The monthly bundled rate for a VCN Device and VCN Service (includes Device, applicable accessory, VCN Services and ground shipping) is invoiced monthly and begins on the first of the month following the month in which the Device is shipped. Customer acknowledges that depending on the timing of the installation scheduling, invoicing for this VCN bundled Device and VCN Service may begin prior to the Device's installation and the start of the VCN Service. Once the VCN Service provided as part of the VCN bundled offering has started, the monthly bundled rate for a VCN Device and VCN Service shall be invoiced monthly in advance (e.g., the May 1 invoice shall cover the May 1-31 service period).

9.1.4 Device Installation Fee: If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services. However, if the Limited Lifetime Warranty is purchased for a VCN Solution, then the monthly installation fee is invoiced upon applicable Device activation.

9.2. FOR VCT SOLUTIONS: Notwithstanding that VCN is the holder of this Sourcewell Contract #020221-NWF, the parties expressly agree that VCT (a VCN affiliate) will directly invoice Customer for all Fees associated with VCT Solutions pursuant to the terms of this Section 9 and as follows:

(a) for each Customer that places its first Accepted Order Form for any Verizon Connect Services after the August 4, 2020 revision date of this Exhibit C-1 (a "**New Customer**"), VCT will directly invoice New Customers for VCT Solutions as described in this Section 9 (excluding Section 9.1).

(b) for Customers that have purchased any Verizon Connect Services prior to the August 4, 2020 revision date of this Exhibit C-1 ("**Existing Customers**"), VCN will continue to invoice Existing Customers based on the previously applicable invoicing terms. For each Existing Customer that agrees in writing to direct invoicing by VCT, VCT will begin directly invoicing Existing Customers on or after September 1, 2020 for VCT Solutions being delivered under all active Accepted Orders Forms and any issued after this Exhibit C-1 becomes effective.

Unless otherwise provided in a written agreement between VCN and Customer:

9.2.1 Unbundled Devices and Accessories: Purchase prices and shipping fees are invoiced upon shipment of the VCT Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

9.2.2 Unbundled VCT Service: Fees for VCT Services that require products from VCT will begin the first day of the month following the earlier of: (a) installation of each product included on a purchase order or (b) one hundred twenty (120) days following the Order Effective Date. Fees for the Services that do not require product from VCT will begin the first day of the month following thirty (30) days from Order Effective Date or activation of the OEM data feed. The invoice will be monthly in arrears.

9.2.3. Device Installation Fee: If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services.

9.3 Customer will be invoiced monthly in accordance with the terms set forth in this Section 9. If Customer has elected to enter into an Authorization Agreement, payment of all fees will be made automatically via credit or debit card or ACH on the invoice date. Customer is responsible for providing updated payment authorizations if payment information changes and failure to do so may result in a suspension or termination of unpaid VCN Service or VCT Service.

9.4. All other Fees are due and payable as set forth in the Accepted Order Form.

9.5. Fees do not include applicable taxes and surcharges. VCN may charge, and Customer agrees to be responsible for, and pay at the same time as Fees are paid, applicable state and local sales taxes and other government mandated fees in connection with the sale of the VCN Solutions and VCT Solutions unless Customer has provided satisfactory certificates or other evidence of exemption.

9.6. Customer understands and agrees that the VCN Website contains functionality that allows Customer to make changes to Customer's account, including changes by Customer which may affect the monthly charges for the applicable Verizon Connect Services or other fees payable to VCN. Customer shall be responsible for all charges resulting from Customer's actions initiated through Customer's access to the VCN Website.

10. FEES AND INVOICING TERMS FOR VCF SOLUTIONS

10.1. Notwithstanding that VCN is the holder of Sourcewell Contract #020221-NWF, the parties expressly agree that VCF (a VCN affiliate) may directly invoice Customer for all Fees associated with VCF Solutions.

10.2. Unless otherwise provided in a written agreement between VCN and Customer:

10.2.1 Unbundled Devices and Accessories: Purchase prices and shipping fees are invoiced on the first day following the month of the delivery of the VCF Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

10.2.2 Unbundled VCF Service: The applicable VCF Services fee associated with a Device begins at the time of VCF Service is activated and is invoiced monthly in arrears.

10.2.3 VCF Bundled Devices and VCF Services (other than VCF Bundled Self-Installed Devices and VCF Services): The monthly bundled rate for a VCF Device and VCF Services (includes VCF Device, applicable accessory, VCF Services, initial Installation Service, and ground shipping) is invoiced monthly on the first of the month following the month of the VCF Bundle Start Date. The "**VCF Bundle Start Date**" is the earlier of (i) completion of the associated VCF Device installation; or (ii) the passage of ninety (90) days after the date of the Accepted Order Form regardless whether VCF has shipped the associated VCF Device. Fees begin on the VCF Bundle Start Date.

10.2.4 VCF Bundled Self-Install Devices and VCF Services: For those VCF Bundled Devices and VCF Services that are Self-Installed ("VCF Bundled Self-Installed Devices and Services") as part of a VCF Solution (such as Non-Powered Asset Tracking units), the monthly bundled rate for a VCF Bundled Self-Installed Devices and Services is invoiced monthly on the first of the month following the month of the VCF Self-Install Bundle Start Date. The "**VCF Self-Install Bundle**

Start Date” is the earlier of (i) completion of the associated VCF Device installation; or (ii) the passage of ninety (90) days after the date of the Accepted Order Form regardless whether VCF has shipped the associated VCF Device. Fees begin on the VCF Bundle Start Date.

10.2.5 Device Installation Fee: If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services. For VCF Solutions, future de-installs, or reinstalls (or combined de-installs and reinstalls completed at the same time) will be billed at \$80 per Vehicle. Additional charges may apply if there are multiple installation locations or if more than one visit is necessary to complete the Installation Service. Customer may not transfer its monthly Subscription price to a lower monthly Subscription price after completion of the Installation Service.

10.3. All other Fees are due and payable as set forth in the Accepted Order Form.

10.4. Fees do not include applicable taxes and surcharges. VCF may charge, and Customer agrees to be responsible for, and pay at the same time as Fees are paid, applicable state and local sales taxes and other government mandated fees in connection with the sale of the VCF Solutions unless Customer has provided satisfactory certificates or other evidence of exemption.

11. **TERM, SUSPENSION AND TERMINATION**

11.1. **Agreement Term:** As related to each Accepted Order Form, the initial Agreement Term shall be for the term specified on the Accepted Order Form. Upon expiration of the initial Agreement Term, this Agreement will automatically renew for one-month periods until either party elects to terminate by providing written notice to the other party, or the Agreement is otherwise terminated, as set forth herein.

11.2. **Service Term:**

11.2.1 **For VCN Solutions & VCT Solutions.** The Service Term associated with each Device begins: (a) for non-bundled Devices upon activation; or (b) for bundled Devices upon the date on which the bundled Device is shipped. When the Service Term set forth in the Accepted Order Form expires, the Service Term shall continue on a month-to-month basis. Unless otherwise specified in the Accepted Order Form, the Service Term for add-on features shall be coterminous with the Service Term for the base Vehicle tracking units to which the add-on features apply.

11.2.2 **For VCF Solutions.** The Service Term for each Accepted Order Form shall be in effect for the period as specifically set forth on the Accepted Order Form. Unless otherwise specified in the Accepted Order Form, the Service Term for add-on features shall be coterminous with the Service Term for the base Vehicle tracking units to which the add-on features apply.

11.3. **Termination:** Either party may terminate its obligations pursuant to an Accepted Order Form by giving written notice to the other party: (a) immediately if the other party breaches its obligations under an Accepted Order Form or this Agreement and fails to cure such breach within ten (10) days after receipt of notice for payment breach or within thirty (30) days after receipt of notice for all other types of breaches (or such later date as may be specified in the notice); or (b) without cause with sixty (60) days' advance written notice, which may be subject to termination fees as set forth herein. If notice of breach is sent by VCN, during the notice or cure period VCN may suspend Customer's access to and use of the applicable Verizon Connect Services with respect to all Customer Devices, without incurring any liability whatsoever,

until the breach is cured, and Customer shall remain liable for all applicable Fees while access and use are suspended.

11.4. VCN may terminate its obligations pursuant to an Accepted Order Form immediately and without limiting its other rights or remedies available at law or in equity if Customer breaches its obligations under an Accepted Order Form or this Agreement and was sent a prior notice of breach during the preceding twelve (12) months, such termination to be effective on the date specified in the notice or the date of the notice, if no effective date is specified.

11.5. **Termination Fees:**

11.5.1 **For VCN Devices.** VCN will charge an early termination fee for VCN Devices terminated by VCN pursuant to Section 11.3(a) or 11.4 above, or terminated by Customer pursuant to Section 11.3(b) above prior to the VCN Device being activated for at least the length of its applicable Device Contract Term in the amount of: (a) Ten Dollars (\$10.00) per month for each bundled Device (other than for a bundled Expressfleet Device) for the remainder of the Device Contract Term, or (b) Five Dollars (\$5.00) per month for each bundled Expressfleet Device for the remainder of the Device Contract Term.

11.5.2 **For VCF Devices.** VCN may charge, in its sole discretion, a Device recovery fee in the event Customer terminates the VCF Subscription and such termination is effective prior to the end of the initial 12-month period following delivery of the affected VCF Device.

11.6. If the obligations of either party pursuant to an Accepted Order Form are terminated for any reason in accordance with this Section 11 or any other reason, the Verizon Connect Services will terminate effective as of the date of the termination, Customer will pay to VCN any Fees for Devices received or Verizon Connect Services provided prior to the effective date of the termination and otherwise payable hereunder, and the parties' respective rights and obligations under Sections 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, and 20 of this Agreement will survive.

12. **INDEMNIFICATION**

12.1. The party seeking indemnification pursuant to the associated Sourcewell Contract #020221-NWF shall: (a) provide the other party with prompt written notice of the claim; (b) allow the indemnifying party to control the defense and settlement of the claim, provided, however, that the indemnifying party shall not agree to any injunctive relief or settlement that obligates the indemnified party to perform any obligation make an admission of guilt, fault or culpability or incur any expense, without such indemnified party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying party.

13. **LIMITATION OF LIABILITY**

13.1. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VCN'S CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VCN UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE

LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF EITHER PARTY ARISING UNDER SECTION 12 (INDEMNIFICATION), SECTION 14 (CONFIDENTIALITY) AND/OR SECTION 15 (PROPRIETARY RIGHTS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.

13.2. WITHOUT LIMITING THE FOREGOING, UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VCN, VCN IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VCN OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VCN CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VCN SERVICES.

13.3. CUSTOMER UNDERSTANDS AND AGREES THAT: (a) THE DEVICE IS A WIRELESS DEVICE AND THAT THE VERIZON CONNECT SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH DATA CENTER(S) AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (b) THE VERIZON CONNECT SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT SERVICES ARE SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VCN DOES NOT CONTROL; AND (C) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

14. **CONFIDENTIALITY**

14.1. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure); or (d) consented to in writing by the Disclosing Party.

14.2. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

14.3. The provisions of this Section 14 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial

and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

15. PROPRIETARY RIGHTS

15.1. Customer acknowledges and agrees that the Devices and the Verizon Connect Services (including the components incorporated therein, such as hardware, software, data, websites and services) may include proprietary information and know-how, techniques, algorithms, processes, patent, copyright, trademark, service mark, trade secrets, or other intellectual property that are protected by and subject to intellectual property rights (collectively “**Proprietary Rights**”) of VCN, its affiliates or the Service Partners (including, with respect to the VCN Website, materials that may be proprietary to Tele Atlas or its suppliers), and that VCN, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for VCN, its affiliates and/or the Service Partners to any aspect of the Verizon Connect Services (including the Devices), regardless of whether such items or services are created or suggested by Customer.

15.2. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Verizon Connect Services, or otherwise provided to Customer by or on behalf of VCN, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect Services to any third party for such a purpose.

15.3. Customer agrees that with respect to Verizon Connect Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect Services to any third party; (b) except with the express written consent of VCN, combine, embed or incorporate the Verizon Connect Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Devices; (c) remove or alter any proprietary notices in the Verizon Connect Services; (d) use the Verizon Connect Services in connection with the transmission, sale, license, or delivery of any infringing, competitive, defamatory, offensive, or illegal products, services, or materials; (e) use the Verizon Connect Services in any manner that threatens the integrity, performance, or availability of the Verizon Connect Service; or (f) use the Verizon Connect Service in any manner that violates local, state or federal laws, regulations or orders.

16. MODIFICATIONS; WEBSITE MAINTENANCE

16.1. VCN and its affiliates may alter or modify all or part of the Devices, the Verizon Connect Services and/or associated websites from time to time; provided that such alterations or modifications shall not materially adversely affect the intended use of the Verizon Connect Services. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. If such alterations or modifications in fact materially adversely affect such intended use, Customer may, as its sole and exclusive rights and remedy, elect to terminate this Agreement on thirty (30) days written notice to VCN. VCN reserves the right to perform scheduled maintenance for the Verizon Connect Services and its associated website(s) from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve unavailability of the Verizon Connect Services and/or its associated website(s).

17. DATA

17.1. **Collected Data:** In the course of providing the Verizon Connect Services, VCN or its affiliates may receive or collect spatial data or data relating to the Vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, tracking data, rate of travel, ignition on/off, idle time, number of stops, names and ID numbers of employees, addresses of customers, and other similar information ("**Collected Data**"). Customer represents and warrants that it has all necessary rights and authority with respect to the Collected Data. The collection, amalgamation, manipulation or recording of Collected Data may give rise to intellectual property rights including database rights, copyrights, rights in know-how and confidential information, design rights and other similar rights anywhere in the world ("**Vehicle IP**"). Customer acknowledges and agrees that as between Customer and VCN, VCN owns all Collected Data and Vehicle IP, including all rights in and to such Collected Data and Vehicle IP, and Customer hereby assigns for good and valuable consideration (the receipt of which is hereby acknowledged by Customer) any rights it may have in any current and future Collected Data and Vehicle IP. Customer has the right to use any Collected Data and Vehicle IP provided to Customer as part of the Verizon Connect Services for its own internal business purposes.

17.2. **Video Content:** Collected Data shall not include any content recorded by cameras associated with the Integrated Video service ("**Video Content**"). The Video Content shall be owned by Customer, including all rights in and to such Video Content. Without limiting the generality of the foregoing, Customer acknowledges and agrees that VCN may review, analyze, manipulate, copy and modify the Video Content. VCN may also distribute reports, analyses and data based upon the Video Content; provided, however, that VCN agrees that it shall not disclose to any third parties any Video Content that specifically identifies Customer, or any of the drivers of Customer's Vehicles without Customer's prior written consent. The parties agree that the foregoing restriction shall not apply to disclosures of Video Content that are (i) required by law or in response to a request from law enforcement authorities, (ii) made in connection with a subpoena or other similar demand, (iii) made in connection with a contemplated merger, acquisition or similar transaction, (iv) made to VCN's affiliates or related companies, and/or (v) made to Service Partners for delivering services on behalf of VCN.

17.3. **Use of Collected Data:** Customer agrees that during and after termination of the Verizon Connect Services, (i) VCN may retain and use Collected Data for purposes of providing the Verizon Connect Services, and conducting research and development; (ii) VCN may share Collected Data with its affiliates, providers of Third Party Services and other third-parties providing services to VCN and its affiliates, subject to the obligation of confidentiality; (iii) VCN and its affiliates may disclose Collected Data if required under applicable law, regulation or court order; and (iv) VCN and its affiliates may use and share with third parties any Collected Data in aggregated or de-identified form such that the source of the Collected Data cannot be identified or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of VCN and its affiliates for commercial marketing purposes, subject to the permissions and restrictions set forth above and in this Agreement, and in Verizon's Privacy Policy (available at www.verizon.com/privacy). If Customer has provided consent, VCN may continue to receive and collect the Collected Data after the termination of the Verizon Connect Services for purposes of facilitating API Data Services, including Third Party Services (defined in Section 1 above), that are requested by Customer.

18. SERVICE PARTNERS

Nothing set forth in an Accepted Order Form or in this Agreement gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefore. Customer is not a third-party beneficiary of any agreement between or among VCN and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in this Agreement, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

19. EXPORT CONTROL

Customer understands and agrees that: (a) the software used in connection with the Service is controlled by U.S. export control laws; (b) further transfer or export of the software may be subject to U.S. export control laws or similar laws of other countries; (c) Customer will abide by such laws; and (d) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

20. GENERAL

20.1. No amendment, change, modification or waiver to any provision of any Accepted Order Form or this Agreement will be binding unless signed by an authorized representative of each party.

20.2. The provisions of an Accepted Order Form, including without limitation, this Agreement, and any action related thereto will be governed and interpreted under the laws of the State of Delaware without giving effect to any conflicts of law principles to the contrary.

20.3. EACH PART OF THIS AGREEMENT THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES OR GUARANTEES, OR EXCLUDES DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED IN SUCH MANNER. IF ANY REMEDY FAILS TO FULFILL ITS ESSENTIAL PURPOSE, THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES REMAIN IN EFFECT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

20.4. Except as otherwise expressly permitted in this Agreement, each party must deliver all notices or other communications required or permitted under an Accepted Order Form or this Agreement to the other party, in the case of VCN to Verizon Connect, One Verizon Way, Basking Ridge, New Jersey 07920, Attention: Legal Department; and in the case of Customer at the address listed on the signature page of the Accepted Order Form, by courier, by certified or registered mail (postage prepaid and return receipt requested), electronically with proof of receipt, or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

20.5. Customer may not assign, sublease, sublicense or in any way transfer or assign any of its rights and obligations under this Agreement without VCN's prior written consent, including by operation of law, change of control, merger or otherwise.

20.6. This Agreement, together with any Accepted Order Form and any documents or policies referred to herein or in an Accepted Order Form, constitutes the entire agreement between Customer and VCN with respect to the Verizon Connect Services and all related hardware, software and service components. The aforementioned shall prevail over all prior or contemporaneous oral and written communications or agreements between Customer and VCN. In the event of any conflict or inconsistency between the provisions of this Agreement, an Accepted Order Form, or any documents or policies referred to herein or in an Accepted Order Form, the parties agree that any such conflict or inconsistency shall be resolved first in favor of an Accepted Order Form, and next in favor of this Agreement. VCN will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement or an Accepted Order Form which is proffered by Customer in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless VCN specifically agrees in writing.

20.7. Any waiver or failure to enforce any provision of this Agreement or an Accepted Order Form on one occasion will not be deemed a waiver of any such provision or any other provision on any other occasion.

20.8. In any arbitration, mediation or other legal action or proceeding to enforce any right or remedy under an Accepted Order Form or this Agreement, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, its reasonable attorneys' fees and other costs incurred in that action or proceeding.

20.9. If any provision of an Accepted Order Form or this Agreement is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Accepted Order Form and this Agreement will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

20.10. Customer agrees that the Verizon Connect Services may be provided by, and all related information (including Collected Data) accessed and/or stored by, resources located within and outside the United States and consents to such performance of services, including access and storage of information, from outside the United States.

21. **ORDER OF PRECEDENCE:** In the event of a conflict between provisions, the following order of precedence applies: (1) these additional terms and conditions as included in this Exhibit C-1; (2) VCN's proposal; (3) the RFP; and (4) documents attached to or incorporated by reference in the RFP.



SOURCEWELL PRICE LIST

VERIZON CONNECT NWF INC. (VCN) - PURCHASE SOLUTION NWF Platform			
PRODUCT NUMBER	HARDWARE COST	PURCHASE PRICE	UNIT
5500E4VL, or 5500N4VL, or 5500N3AS	5500 (GPS & Diagnostics) (order if no planned service activation is needed or for shelf stock)	\$ 85.00	EACH
5200E4VL, or 5200N4VL, or 5200N3AS	5200 (GPS) (order if no planned service activation is needed or for shelf stock)	\$ 85.00	EACH
1000N4VL or 1003N3AS	Asset Guard BX	\$ 150.00	EACH
1002N4VL	Asset Guard PW	\$ 150.00	EACH
PRODUCT NUMBER	MONTHLY SERVICE DESCRIPTION	PURCHASE PRICE	UNIT
MOH6100120	6100 (Expressfleet) Monthly Monitoring Fee (existing customers only)	\$ 13.86	MONTH / DEVICE
MOH5500120	5500 (GPS & Diagnostics) Monthly Monitoring Fee	\$ 19.00	MONTH / DEVICE
MOH5200120	5200 (GPS) Monthly Monitoring Fee	\$ 17.00	MONTH / DEVICE
PRODUCT NUMBER	MONTHLY SERVICE DESCRIPTION	PURCHASE PRICE	UNIT
SVC/HW-DIAG	Solution: 5500 (GPS & Diagnostics) Device & Monthly Monitoring Fee. (Includes 5500N4VL or 5500N3AS device and the associated service. 12 month service commitment. Must purchase harness separately if required). Effective 1/1/2020	\$ 19.00	MONTH / DEVICE
SVC/HW-EXT-DIAG	Solution: 5500 (GPS & Diagnostics) Device & Monthly Monitoring Fee. (Includes 5500E4VL device and the associated service. 12 month service commitment. Must purchase harness separately if required). Effective 1/1/2020	\$ 19.00	MONTH / DEVICE
SVC/HW-GPS	Solution: 5200 (GPS) Device & Monthly Monitoring Fee (Includes 5200N4VL or 5200N3AS device and the associated service. 12 month service commitment. Must purchase harness separately if required). Effective 1/1/2020	\$ 17.00	MONTH / DEVICE
SVC/HW-EXT-GPS	Solution: 5200 (GPS) Device & Monthly Monitoring Fee (Includes 5200E4VL device and the associated service. 12 month service commitment. Must purchase harness separately if required). Effective 1/1/2020	\$ 17.00	MONTH / DEVICE
MO_AGBX120	AssetGuard BX Monthly Monitoring Fee	\$ 13.00	MONTH / DEVICE
MO_AGPW120	AssetGuard PW Monthly Monitoring Fee	\$ 13.00	MONTH / DEVICE
CONNECTMS	CONNECT	\$ 2.95	MONTH / DEVICE
CUH5200060 or CUH5500060	60 Second Configurable Update Rate	NC	MONTH / DEVICE
CUH5200045 or CUH5500045	45 Second Configurable Update Rate	\$ 1.00	MONTH / DEVICE
CUH5200030 or CUH5500030	30 Second Configurable Update Rate	\$ 2.00	MONTH / DEVICE
CUH5200015 or CUH5500015	15 Second Configurable Update Rate	\$ 3.00	MONTH / DEVICE
SATMS	Satellite	\$ 34.95	MONTH / DEVICE
PRODUCT NUMBER	ACCESORY TYPE	PURCHASE PRICE	UNIT



PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	EACH
PARTS032	Combination Antenna A (Standard antenna)	\$ 30.00	EACH
PARTS040	Window Mount GPS Antennae Module	\$ 35.00	EACH
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	EACH
PARTS043	6 pin Harness	\$ 35.00	EACH
PARTS044	9 Pin Harness w/ square flange	\$ 35.00	EACH
PARTS045	9 Pin Harness w/ D mount	\$ 35.00	EACH
PARTS046	Universal Harness (5200)	\$ 10.00	EACH
PARTS057	Pelican Micro Case for 5200 with Universal Harness	\$ 74.95	EACH
A-PEM001	PEM Port Expansion Module	\$ 140.00	EACH
PARTS059	Quick Install Harness	\$ 10.00	EACH
PARTS060	Driver ID Reader	\$ 15.00	EACH
PARTS061	Driver ID Key	\$ 3.50	EACH
PARTS069	OBD Harness Extension	\$ 10.00	EACH
PARTS070	16-pin Heavy Duty Harness	\$ 35.00	EACH
PARTS071	Bluetooth Extension	No Charge	EACH
PARTS087	Driver ID Buzzer	\$ 20.00	EACH
PARTS090	Alternate Power Adaptor (5500/5200)	\$ 20.00	EACH
PARTS095	Driver ID Reader Adapter	\$ 30.00	EACH
PARTS097	5000 9-Pin Heavy Duty Harness "D" Type 2 (green)	\$ 35.00	EACH
PARTS098	5000 9-Pin Heavy Duty Harness "Square" Type 2 (green)	\$ 35.00	EACH
PARTS107	USM - 5000 9-pin Heavy Duty Harness "Square" Type 2	\$ 35.00	EACH
PARTS109	USM - OBD Harness Kit for 5000 (replaces PARTS047)	\$ 35.00	EACH
PARTS111	USM 9-PIN D MOUNT HARNESS TYPE 2 PINS F-G	\$ 35.00	EACH
PARTS112	USM 9-PIN SQUARE HARNESS TYPE 2 PINS F-G	\$ 35.00	EACH
DATA001	DATA Services (Web Services Setup Fee)	\$ 250.00	EACH
DATA002	DATA Services (Data Connect Setup Fee)	\$ 250.00	EACH
PRODUCT NUMBER	INSTALLATION TYPE	PURCHASE PRICE	UNIT
I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	EACH
I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	EACH
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	EACH
I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	EACH
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	EACH
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	EACH
I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	EACH
I-SWAP-UNIT	Device Swap	\$ 65.00	EACH
I-TRANSFER-UNIT	Device Transfer	\$ 65.00	EACH
I-REMOVAL-UNIT	Removal	\$ 65.00	EACH
I-NOSHOW-UNIT	No Show (Applies per trip if the installer makes the trip and the designated vehicle is not available)	\$ 75.00	TRIP
I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	EACH



TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	EACH
TRAINING-FULL	Full Day Installation Training	\$ 300.00	EACH
<p>(1) Configurable Update Rate: Notwithstanding the “Qty” (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer’s SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.</p> <p>(2) The above pricing does not include applicable taxes unless tax exempt. If Tax Exempt, provide State Tax Exempt form with the award to: NWFAccountSetup@verizonconnect.com. Shipping is now included in the fees above.</p> <p>(3) Verizon Connect’s additional terms and conditions apply to these products.</p> <p>(4) Product Numbers SVC/HW-DIAG, SVC/HW-EXT-DIAG, SVC/HW-GPS, and SVC/HW-EXT-GPS are for ordering purposes only. Hardware shipments may reference the applicable Networkfleet Hardware Product Numbers listed on the Sourcewell Price Sheet. Invoices: Pursuant to the applicable Order, Customer will receive a Monthly Service</p>			

A typical order placed under the purchase solution for fifty (50) vehicles would look as follows:

PRODUCT NUMBER	PRODUCT DESCRIPTION	PRICE PER UNIT	QTY	Monthly Price	TOTAL PRICE
PARTS043	6 pin Harness	\$35.00	50	One time	\$ 1,750.00
I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$65.00	50	One time	\$ 3,250.00
		One-Time Purchase			\$ 5,000.00
SVC/HW-DIAG	Solution: 5500 (GPS & Diagnostics) Device & Monthly Monitoring Fee. (Includes 5500N4VL or 5500N3AS device and the associated service. 12 month service commitment. Must purchase harness separately if required).	\$19.00	50	\$950.00	\$ 11,400.00
		Total Price for 12 months			\$16,400.00



VERIZON CONNECT NWF INC. (VCN) - BUNDLED SOLUTION NWF Platform			
PRODUCT NUMBER	HARDWARE / MONTHLY SERVICE	BUNDLED PRICE	UNIT
MOH6100120	6100 (Expressfleet) (Bundle - Includes Device (6100), PARTS093 if needed, and Monthly Service) (only for existing lines of service)	\$ 18.24	MONTH/DEVICE
MOH5500120	5500 (Bundle - Includes Device (5500E4VL, or 5500N4VL, or 5500N3AS), PARTS059 Harness, and Monthly Service)	\$ 23.00	MONTH/DEVICE
MOH5200120	5200 (Bundle - Includes Device (5200E4VL, or 5200N4VL, or 5200N3AS), PARTS046 Harness, and Monthly Service)	\$ 19.00	MONTH/DEVICE
MO_AGBX120	AssetGuard BX (device (1000N4VDMS or 1003N3AS), service & battery)	\$ 15.00	MONTH/DEVICE
MO_AGPW120	AssetGuard PW (device (1002N4VDMS), service & battery)	\$ 15.00	MONTH/DEVICE
NOTES: (1) The bundle option must be procured over a 36 month term.			
PRODUCT NUMBER	ADD-ON SERVICE ITEMS TO PRICE ABOVE	BUNDLED PRICE	UNIT
CONNECTMS	CONNECT	\$ 2.95	MONTH/DEVICE
CUH5200060 or CUH5500060	60 Second Configurable Update Rate	No Charge	MONTH/DEVICE
CUH5200045 or CUH5500045	45 Second Configurable Update Rate	\$ 1.00	MONTH/DEVICE
CUH5200030 or CUH5500030	30 Second Configurable Update Rate	\$ 2.00	MONTH/DEVICE
CUH5200015 or CUH5500015	15 Second Configurable Update Rate	\$ 3.00	MONTH/DEVICE
SATMS	Satellite	\$ 34.95	MONTH/DEVICE
PRODUCT NUMBER	ACCESORY TYPE	BUNDLED PRICE	UNIT
PARTS043	6 pin Harness	\$ 1.00	MONTH/DEVICE
PARTS044	9 Pin Harness w/ square flange	\$ 1.00	MONTH/DEVICE
PARTS045	9 Pin Harness w/ D mount	\$ 1.00	MONTH/DEVICE
PARTS046	Universal Harness (5200)	incl	MONTH/DEVICE
PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 4.00	MONTH/DEVICE
PARTS054	Garmin FMI Modified Cable	\$ 1.00	MONTH/DEVICE
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 2.00	MONTH/DEVICE
PARTS059	Quick Install Harness	incl	MONTH/DEVICE
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) (see Note (4))	\$ 2.00	MONTH/DEVICE
PARTS070	16-pin Heavy Duty Harness	\$ 1.00	MONTH/DEVICE
PARTS097	5000 9-Pin Heavy Duty Harness "D" Type 2 (green)	\$ 1.00	MONTH/DEVICE
PARTS098	5000 9-Pin Heavy Duty Harness "Square" Type 2 (green)	\$ 1.00	MONTH/DEVICE
PARTS109	USM - OBD Harness Kit for 5000 (replaces PARTS047)	\$ 1.00	MONTH/DEVICE
PARTS111	USM 9-PIN D MOUNT HARNESS TYPE 2 PINS F-G	\$ 1.00	MONTH/DEVICE
PARTS112	USM 9-PIN SQUARE HARNESS TYPE 2 PINS F-G	\$ 1.00	MONTH/DEVICE
A-PEM001	PEM Port Expansion Module	\$ 4.00	MONTH/DEVICE
D-DID-000-000	Driver ID hardware bundle (includes IDRA, reader and key)	\$ 1.00	MONTH/DEVICE
D-DID-000-INS	Driver ID hardware bundle with Limited Lifetime Install (includes IDRA, reader and key)	\$ 2.00	MONTH/DEVICE



PRODUCT NUMBER	INSTALLATION TYPE	BUNDLED PRICE	UNIT
D-INSTALL-UNIT	Limited Lifetime Base Installation	\$ 2.00	MONTH / DEVICE
D-INSTALL-AG	Limited Lifetime Base Installation (Asset Guard BX/PW)	\$ 2.00	MONTH / DEVICE
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SSEM	Limited Lifetime Add-On to Base Installation (SSEM)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	\$ 1.00	MONTH / DEVICE
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)	\$ 1.00	MONTH / DEVICE
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	\$ 1.00	MONTH / DEVICE
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	\$ 1.00	MONTH / DEVICE
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	\$ 1.00	MONTH / DEVICE
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	\$ 1.00	MONTH / DEVICE

NOTES:

(1) Configurable Update Rate: Notwithstanding the “Qty” (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer’s SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration

(2) The above pricing includes shipping costs in the bundled solution, however, it does not include applicable taxes unless tax exempt. If Tax Exempt, provide State Tax Exempt form with the award to: NWFAccountSetup@verizonconnect.com

(3) Verizon Connect’s additional terms and conditions apply to these products.

A typical order placed under the purchase solution for fifty (50) vehicles would look as follows:

PRODUCT NUMBER	PRODUCT DESCRIPTION	PRICE PER UNIT	QTY	Monthly Price	TOTAL PRICE
MOH5500120	Monthly Service	\$23.00	50	Monthly	\$1,150.00
5500N4VL	GPS & Diagnostics - Verizon	\$0.00	50	N/A	\$ 0.00
PARTS059	Quick Install Harness	\$0.00	50	N/A	\$ 0.00
CUR45SMS	45 Second Configurable Update Rate	\$ 1.00	50	Monthly	\$ 50.00
D-INSTALL-UNIT	Limited Lifetime Base Installation	\$ 2.00	50	Monthly	\$ 100.00
		Price per Month for 36 Months			\$1,300.00
		Total Price for 36 months			\$46,800.00



VERIZON CONNECT TELO INC. (VCT) - PURCHASE SOLUTION Govt. Fleet Platform			
PRODUCT NUMBER	HARDWARE	PRICE	UNIT
FHW10001	Standard Equipment – Fleet (includes device and harness)	\$ 31.00	EACH
F39535	Xirgo6372	\$ 95.00	EACH
F39520	VT400	\$ 95.00	EACH
F39528	LMU3640- Verizon LTE	\$ 95.00	EACH
AHP10001	Standard Equipment - Asset Powered	\$ 95.00	EACH
ANP10001	Standard Equipment - Asset Non-Powered	\$ 95.00	EACH
VHW10011	Integrated Video Forward	\$145.00	EACH
SHW10002	Temperature Probe (single probe)	\$ 35.75	EACH
SHW10001	Panic Button	\$ 19.50	EACH
SHW10004	Accessory - Basic (cable)	\$ 30.00	EACH
SHW10006	PTO Kit	\$ 20.00	EACH
VHW10021	64GB SD Card	\$ 26.25	EACH
VHW10032	128GB SD Card	\$ 37.50	EACH
SHW10003	Specialized Equipment – Driver ID	\$ 17.33	EACH
F39330	Ibutton - Green Fob	\$ 0.81	EACH
F39332	Ibutton	\$ 3.22	EACH
F37511	6 Pin JPOD Y Cable	\$ 35.00	EACH
F37529A	JPOD Adapters HD Trucks with J1962 connector (version 2)	\$ 35.00	EACH
F37532-A	JPOD Low Profile Y Cable	\$ 35.00	EACH
F37576	Standard OBDII Y Cable	\$ 20.00	EACH
F37686	Threaded 9 Pin JPOD Y Cable (Black)	\$ 35.00	EACH
F39386	6 Pin JPOD Adapter (must be included with 6 Pin Cable)	\$ 10.00	EACH
F39472	Xirgo XT-6300 OBDII Harness	\$ 20.00	EACH
F39473	Green 9 Pin JPOD Y Cable	\$ 35.00	EACH
F39475	Xirgo XT-6300 Power Harness	\$ 20.00	EACH
F39479	Green Threaded 9 Pin JPOD Y Cable	\$ 35.00	EACH
F39488	XT-6300 Harness for P473 VN127 V227 U502 D398 P415 H567 models (Ford OE Spec)	\$ 35.00	EACH
F39489	XT-6300 Harness for P552 P558 CD391 P375 U502 Models (Ford OE Spec)	\$ 35.00	EACH
F39490	XT-6300 harness - Transit (Ford OE Spec)	\$ 35.00	EACH
F39491	XT-6300 harness - Transit Connect (Ford OE Spec)	\$ 35.00	EACH
F39500	VT-400 Green Threaded 9 Pin Cable	\$ 35.00	EACH
F39501	VT-400 Black 9 Pin Cable	\$ 35.00	EACH
F39502	VT-400 Black Threaded 9 Pin Cable	\$ 35.00	EACH
F39503	VT-400 Green 9 Pin Cable	\$ 35.00	EACH
F39504	VT-400 Light Duty Y Cable	\$ 35.00	EACH
F39506	22pin Molex EZ-Temp Install	\$ 10.00	EACH
F39507	Green Threaded 9 Pin Alternative Low Speed CAN Cable	\$ 35.00	EACH



F39522	LMU 3640 JPOD Adapter	\$ 10.00	EACH
F39524	LMU 3640 OBDII Y Cable	\$ 20.00	EACH
F39534	LMU 3640 Connectorized Harness	\$ 10.00	EACH
F70525	12V PTO Kit for LMU26xx/4xx (wires and relays)	\$ 6.07	EACH
F70738	LMU 4200 12V PTO Kit	\$ 20.00	EACH
F70770	LMU3640 12V PTO Kit	\$ 20.00	EACH
F70803	Xirgo XT-6300 12V PTO Kit	\$ 20.00	EACH
PRODUCT NUMBER	SOFTWARE SERVICE SUBSCRIPTION	PRICE	UNIT
FSS10001G	VCT Government Fleet Essential Subscription	\$ 17.60	Month/Device
FSS10002G	VCT Government Fleet Enhanced Subscription	\$ 19.10	Month/Device
FAS10003G	VCT Government Asset Subscription	\$ 13.20	Month/Device
SWA10016	API Add-On	\$ 1.99	Month/Device
WFS10001	Workforce Essential (mobile app. If ordered, quantity must be equal to the same quantity of Software Subscriptions ordered above) (Minimum 100)	\$ 10.00	Month/Device
WFS10002	Workforce Enhanced (Minimum 100)	\$ 35.00	Month/Device
VSS10010	Integrated Video Forward Facing Camera Subscription	\$ 19.00	Month/Device
SES10001	Panic Button Monthly Service	\$ 1.00	Month/Device
SES10002	Temperature Monitor Monthly Service	\$ 4.85	Month/Device
SWA10001	Compliance- ELD	\$ 4.95	Month/Device
SWA10002	Navigation	\$ 7.00	Month/Device
SWA10003	Coach	\$ 4.85	Month/Device
SWA10024	Roadside Assistance	\$ 3.00	Month/Device
PRODUCT NUMBER	INSTALLATION	PRICE	UNIT
SVC10002	Installation - Tablet Mount	\$ 48.43	EACH
SVC10003	Installation - Reefer Single Zone	\$145.29	EACH
SVC10005	Installation - Other Special Equipment	\$ 80.00	EACH
SVC10006	Installation - Out of Cab Sensor	\$ 80.00	EACH
SVC10001	Installation – Standard	\$ 80.00	EACH
SVC10004	Dual Zone Installation	\$145.29	EACH
SVC10010	Deinstall/Reinstalls	\$145.29	EACH
SVC10008	Aftermarket to OEM license swap fee	\$ 0.00	EACH
PRODUCT NUMBER	TRAINING	PRICE	UNIT
F29750	Onsite Software Training (Travel Fees Included)	\$3,500.00	EACH
F50540	Installation Onsite training (includes travel)	\$2,500.00	EACH
(1) Taxes (if applicable) are in addition to the costs above.			
(2) Verizon Connect's additional terms and conditions apply to these products.			



VERIZON CONNECT FLEET USA LLC (VCF) - PURCHASE SOLUTION Reveal Platform			
PRODUCT NUMBER	HARDWARE & SERVICE	PRICE	UNIT
Vehicle Tracking Subscription	Vehicle Tracking Subscription - Includes Reveal device, cable, and monthly software subscription. (Self-Install)	\$ 17.45	Month/Device
Vehicle Tracking Subscription – EZ	Vehicle Tracking Subscription - Includes Reveal device, cable, and monthly software subscription. (Self-Install)	\$ 17.45	Month/Device
Powered Asset Tracking Solution	Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and more. This is a hard wired device. Includes device, wires, and monthly software subscription. (Self-Install)	\$ 10.95	Month/Device
Non Powered Asset Tracking Solution	Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and more. This is a battery powered device with 4G technology: Hardware device and monthly software subscription included.	\$ 8.95	Month/Device
Integrated Video Forward Facing Camera	Integrated Video Forward Facing Camera hardware and monthly software application. VTU service is required. (Self-Install)	\$ 23.45	Month/Device
Integrated Video Driver Facing Camera	Integrated Video Driver Facing Camera hardware and monthly software application. Vehicle Tracking Subscription and Integrated Video Forward Facing Camera service is required. Minimum 64GB Camera memory expansion card. Add on required (sold separately).	\$ 5.00	Month/Device
Vehicle Tracking Subscription	Vehicle Tracking Subscription - Includes Reveal device, cable, and monthly software subscription. (Pro-Install)	\$ 18.95	Month/Device
Vehicle Tracking Subscription – EZ	Vehicle Tracking Subscription - Includes Reveal device, cable, and monthly software subscription. (Pro-Install)	\$ 18.95	Month/Device
Powered Asset Tracking Solution	Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and more. This is a hard wired device. Includes device, wires, and monthly software subscription. (Pro-Install)	\$ 12.95	Month/Device
Integrated Video Forward Facing Camera	Integrated Video Forward Facing Camera hardware and monthly software application. VTU service is required. (Pro-Install)	\$ 24.95	Month/Device
PRODUCT NUMBER	ADD ONS	PRICE	UNIT
Driver ID Subscription	Driver ID Subscription – Initial order includes Driver ID hardware and 3 key fobs	\$ 0.00	Month/Device
128GB Upgrade Subscription	128GB Camera memory expansion card	\$ 2.00	Month/Device
64GB Upgrade Subscription	64GB Camera memory expansion card	\$ 1.00	Month/Device
Engine Connect Data Subscription	VTU software feature – Engine Connect Data Subscription	\$ 0.00	Month/Device
Established Third Party Subscription	Established Third Party Subscription (API)	\$ 1.00	Month/Device
Field Service Dispatch Subscription	Software subscription allows you to quickly view the location of your techs/vehicles., monitor job progress in real time, while easily dispatching to available workers and/or dispatchers	\$ 14.95	Month/Device
Log Book Subscription – For Android and iOS, Mixed fleet and ECM compatible	Logbook helps you stay compliant with the FMCSA and manage your drivers' hours by combining necessary vehicle data with driver status from the Verizon Connect Android or iOS-based mobile application.	\$ 4.95	Month/Device
Panic Button Subscription	VTU Software - Panic Button Subscription, includes hardware	\$ 1.00	Month/Device
Reveal Navigation	Mobile software app - Keep drivers safe by ensuring they travel on permitted roads only, avoiding restrictions like low bridges or tunnels all	\$ 7.00	Month/Device

	while providing up-to-date routes to avoid major accidents, construction and road closings.		
Roadside Assistance Subscription	Roadside Assistance Subscription - Applies to all Vehicle Tracking Subscriptions.	\$ 3.00	Month/Device
Standard Integration Subscription	Standard Integration product access to all connected base APIs	\$ 0.00	Month/Device
PTO/Digital Input Subscription	A monthly surcharge for sensor monitoring per VTS or Asset Tracker	\$ 0.00	Month/Device
PRODUCT NUMBER	HARDWARE REPLACEMENT FEES	PRICE	UNIT
Asset Battery Replacement (Meriden Devices)	Asset Battery Replacement	\$ 29.50	EACH
Key Fob ID	Key Fob ID	\$ 2.50	EACH
Vehicle Tracking HW Replacement	Cellular Hardware Device and Cable required for Vehicle Tracking Subscription	\$145.00	EACH
Powered Asset HW Replacement	Cellular Hardware Device and Cable required for Asset Tracking Subscription	\$ 95.00	EACH
Non Powered Asset HW Replacement	Cellular Hardware Device replacement for Asset Tracking Subscription	\$ 95.00	EACH
Integrated Video Forward Facing HW Replacement	Forward Facing Camera unit hardware replacement fee	\$ 345.00	EACH
Cable Replacement (Stand alone)	Cable only replacement	\$ 30.00	EACH
Add on features HW Replacement	(Driver ID, Panic Button, Integrated Video Driver Facing Camera)	\$ 45.00	EACH
Equipment Asset Tracker (EAT) Replacement Battery Pack	Shrink-wrapped pack of 3 L91 batteries	\$ 29.50	EACH
Equipment Asset Tracker (EAT) Replacement Battery Pack	Shrink-wrapped pack of 6 L91 batteries	\$ 29.50	EACH
Equipment Asset Tracker Replacement Battery Cover	Battery Cover replacement for Asset Tracker	\$ 14.50	EACH
Installation (Initial)	Professional installation services – per vehicle per visit	\$ 80.00	EACH
Deinstall / Reinstall	Professional installation services – per vehicle per visit	\$ 80.00	EACH
(1) Taxes (if applicable) are in addition to the costs above.			
(2) Verizon Connect's additional terms and conditions apply to these products.			



Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Verizon Connect NWF Inc., 9868 Scranton Road, San Diego, CA 92121 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts located in the United States (Participating Entities).

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 March 26, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **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 Participating Entity 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 Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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 Participating Entities. Participating Entities 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 Participating Entity 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 Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity 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 Participating Entities.

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); and
- 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 Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Vendor will only offer products and services to Participating Entities located in the United States.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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 Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities 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 contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity 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 Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current Additional Terms and Conditions. To the extent that the Additional Terms and Conditions conflicts with the Contract, as between the Vendor and Participating Entity the Additional Terms and Conditions will govern. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, 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 Sourcwell 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/Province;
- Customer Zip Code;
- Item Purchased Description;
- Item Purchased Price; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 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 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. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **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.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **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.

E. **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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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.

12. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") subject to compliance with Vendor policies and guidelines as determined by Vendor in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **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.

C. **MARKETING.** Any direct advertising or marketing with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. 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.

15. 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.

16. 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.

17. 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 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 Participating Entities 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 Participating Entity 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.

18. 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 as follows:

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

Workers' Compensation: In compliance with the statutory requirements of the state(s) of operation.

Employer's Liability Insurance:

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 or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, 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.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for Products-Completed operations

\$4,000,000 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 indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form or equivalent.

Limits:

\$3,000,000 each accident, combined single limit

4. *Telecommunications, Media & Technology Errors and Omissions, including Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain Telecommunications, Media & Technology Errors & Omissions insurance

including network security and privacy liability. 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.

Limits:

\$4,000,000 each claim and 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. Within 15 days of 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 an authorized representative of the insurer(s) issuing such insurance.

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 include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured as their interest may appear under this Agreement under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by Vendor, and products and completed operations of Vendor. The policy provision(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 its right of subrogation under workers' compensation and must require (by endorsement or otherwise) its workers' compensation insurer to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation insurance policy. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

19. 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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. 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 Participating Entity. 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.

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

Participating Entities 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. Participating Entities 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 Participating Entity 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 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. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Buy American Act. Vendor will work in good faith to address Participating Entity concerns.

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. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Solid Waste Disposal Act.

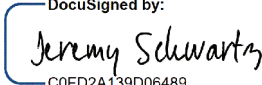
22. CANCELLATION

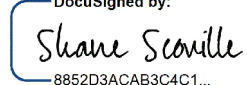
Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does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

020221-NWF


Sourcewell

Verizon Connect NWF Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
3/24/2021 | 2:12 PM CDT
Date: _____

DocuSigned by:

By: 8852D3ACAB3C4C1...
Shane Scoville
Title: Vice President Global Sales
3/25/2021 | 11:15 AM EDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
3/25/2021 | 10:16 AM CDT
Date: _____

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Verizon Connect NWF Inc.

Does your company conduct business under any other name? If yes, please state: CA

Address: 9868 SCRANTON RD.
SAN DIEGO, California 92121

Contact: Marchand Clark-Hawkins

Email: marchand.clark-hawkins@verizonconnect.com

Phone: 858-401-3103

HST#: 33-0872319

Submission Details

Created On: Monday January 11, 2021 11:17:27

Submitted On: Tuesday February 02, 2021 14:57:58

Submitted By: Marchand Clark-Hawkins

Email: marchand.clark-hawkins@verizonconnect.com

Transaction #: eec18894-6748-4ffe-a12c-751fec8b3bcc

Submitter's IP Address: 163.116.132.118

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	1. Verizon Connect NWF Inc. 2. Verizon Connect Telo Inc. 3. Verizon Connect Fleet USA LLC	*
2	Proposer Address:	1. 9868 Scranton Road, San Diego, CA 92121 2. 15505 Sand Canyon, Irvine, CA 92618 3. 5055 North Point Parkway, Alpharetta, GA 30022	*
3	Proposer website address:	www.verizonconnect.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 and, in the event of award, will be expected to execute the resulting contract):	Shane Scoville Vice President Global Sales shane.scoville@verizonconnect.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marchand Clark-Hawkins Consultant - Contract Management 9868 Scranton Road, San Diego, CA 92121 marchand.clark-hawkins@verizonconnect.com (858) 401-3103	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Ellmore Managing Partner, North East Government Sales chris.ellmore@verizonconnect.com (617) 352-6607	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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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>In 2016, Verizon brought together three powerful brands to service the needs of business fleets – Telogis, Fleetmatics, and Networkfleet. These three brands became Verizon Connect in 2018. Our legacy companies were founded in 2001 (Telogis), 2004 (Fleetmatics), and 1999 (Verizon Networkfleet). Verizon Connect is a subsidiary of Verizon Communications Inc., an industry leader in wireless services.</p> <p>Our full suite of industry-defining solutions and services put innovation, automation and connected data to work for customers and help them be safer, more efficient and more productive. With more than 3,500 dedicated employees in 15 countries, we deliver leading mobile technology platforms and solutions.</p> <p>Our mission To be a business partner to provide an end-to-end solution that helps businesses attain data-driven operational control.</p> <p>Our purpose Guiding a connected world on the go by automating, optimizing and revolutionizing the way people, vehicles and things move through the world.</p> <p>Our promise Together, we're redefining how life moves by helping people see clearly, act intelligently and go with confidence.</p> <p>See clearly. We help people see, understand and anticipate what's happening in their world with real-time data tracking, analysis and reporting.</p> <p>Act intelligently. We help people make clear and informed decisions, backed by facts and evidence, so they can take appropriate action.</p> <p>Go with confidence. We take the guesswork out of what's happening and what lies ahead to support our customers and keep them moving forward.</p>	*
8	What are your company's expectations in the event of an award?	Expectations regarding award of this event include working in co-operation with Sourcwell to provide Verizon Connect customers competitive, government-based pricing under the terms and conditions provided by Sourcwell. This will allow Verizon Connect to be better positioned to support the needs of government, educational and non-profit customers.	*
9	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.	Verizon Connect is a subsidiary of Verizon Communications, one of the world's largest providers of wireless communications services. Verizon's 2019 Annual Operating Revenue was \$131.9 Billion. Information regarding our financial solvency can be found within our Annual Reports and SEC filings via the provided URL: https://www.verizon.com/about/investors/financial-reporting .	*
10	What is your US market share for the solutions that you are proposing?	Verizon Connect's Market Share for North America is 14.15%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Verizon Connect's Market Share for North America is 14.15%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Verizon has not petitioned for bankruptcy protection.	*
13	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?	Verizon Connect is a service provider of web-enabled, cloud-based telematics solutions. With presence in 15 countries, Verizon Connect employs 3500 professionals. Our company is structured as a direct to customer organization. We do have a network of subcontracting partners who assist us with the professional installation of telematics units.	*

14	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.	There are no required licenses or certifications.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or debarment to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Verizon Connect's industry Awards and Recognition can be viewed on our company's website: https://www.verizonconnect.com/clients-and-results/	*
17	What percentage of your sales are to the governmental sector in the past three years	Verizon Connect manages relationships with over 80,000 customers globally. Of those approximately 80,000 customers, 4,500 are classified as customers in the Government sector (6%).	*
18	What percentage of your sales are to the education sector in the past three years	Verizon Connect manages relationships with over 80,000 customer globally. Of those approximately 80,000 customers, 931 are classified as customers within the education sector. (1%).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Verizon Connect currently provides pricing, terms and conditions under Sourcewell contract number 022217-NWF https://www.sourcewell-mn.gov/cooperative-purchasing/022217-nwf . The total annual sales for all cooperative purchasing contracts, for the last three years, is \$2,578,559.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Verizon Connect NWF holds GSA contract number GS-07F-5559R and three piggy-back agreements off of the aforementioned GSA contract with the states of Delaware, New Mexico and New York. The total annual sales for all cooperative purchasing contracts, for the last three years, is \$2,578,559.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Rhode Island Tunnel and Bridge Authority	Kyle Benoit kbenoit@ritba.org	401-465-1878	*
Township of Lakewood	Patrick Donnelly Email: pdonnelly@lakewoodnj.gov	732-364-2500 extension 5200	*
Texas Department of Transportation	Robert White Email: robert.r.white@txdot.gov	512-467-5905	*

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
New York State Department of Transportation	Government	New York - NY	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	8000 units	\$3,100,000	*
Georgia Department of Transportation	Government	Georgia - GA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	3500 units	\$2,100,000	*
City and County of San Francisco	Government	California - CA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	2000 units	\$1,200,000	*
Orange County Public Works	Government	California - CA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	1700 units	\$1,100,000	*
Colorado Department of Transportation	Government	Colorado - CO	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	1850 units	\$1,100,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as 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 *	
23	Sales force.	<p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 3500 professionals in 15 countries. Within North America, Verizon Connect employs approximately 110 Sales professionals supporting government and commercial customers.</p> <p>Please see disclaimer provided below:</p> <p>Verizon Connect, Inc. "Verizon" is a federal contractor subject to the rules and regulations including Title VII and Exec Order 11246. Verizon shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that Verizon take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.</p>	*
24	Dealer network or other distribution methods.	There are no deal networks or distribution partners to note for the outlined telematics services. For our Government customers, sales are managed as direct to customer through Verizon Connect's internal sales channels.	*

25	Service force.	<p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 3500 professionals in 15 countries. Within North America, Verizon Connect employs approximately 70 Customer Service professionals.</p> <p>Please see disclaimer provided below:</p> <p>Verizon Connect, Inc. "Verizon" is a federal contractor subject to the rules and regulations including Title VII and Exec Order 11246. Verizon shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify, or national origin. Moreover, these regulations require that Verizon take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.</p>
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26	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.	<p>Verizon Connect NWF Inc. (Networkfleet) The Networkfleet platform includes robust online support tools including help resources, a training center, and online installation support. Live and on-demand video training is available within the platform, along with user guides and video tutorials providing a quick and convenient way to learn basic functions of the application.</p> <p>Our Customer Care team is cross-trained to assist you in resolving any technical-related issues that may arise. Customers can contact Customer Care directly from the platform as well as by phone and email. Our professionally trained team is available to assist you Monday through Friday from 5 AM to 7 PM PST and Saturdays from 7 AM to 2 PM PST.</p> <p>All customer calls and emails are assigned a case number. Customer Care representatives will troubleshoot the issue for immediate resolution or escalate the issue to the appropriate department if needed. Our engineers are ready to assist Customer Care with any unresolved issues and questions. Issues are followed through to final resolution with the customer.</p> <p>Verizon Connect Telo Inc. (Fleet for Government) For our Fleet platform, Customers can access support 24/7 directly from the platform, via email, and via telephone. We deliver support in multiple languages, including English and Spanish. Three distinct support tiers are available to you for ongoing technical and operational support:</p> <ol style="list-style-type: none"> 1. Basic Support is included in your monthly software subscription fee and provides you with an average response time of within one (1) business day, unlimited cases and 24/7 live phone support. 2. Premier Support provides you with an average response time of within four (4) business hours, unlimited cases, 24/7 live phone support, a priority phone queue, an assigned support account manager and technical lead, a quarterly health check and developer support (additional fees apply). 3. Premier Administration provides you with designated support resources for administrator services, an average response time within four (4) business hours, unlimited cases, 24/7 live phone support, 24/7 emergency support, a priority phone queue, an assigned support account manager and technical lead, a monthly health check and developer support (additional fees apply). <p>Verizon Connect Fleet USA LLC (Reveal) Live customer support is available 24/7. Support is also available by emailing reveal.support@verizonconnect.com. Additional Help resources are available anytime within the platform to assist you with the tool.</p> <p>Our Customer Support Team provides you with the following support:</p> <ul style="list-style-type: none"> • Resolving or directing general inquiries • Assisting with 'how to' answers • Acting as the conduit for product enhancement suggestions • Reconfiguring firmware or units • Diagnosing units Over-the-Air (OTA) • Establishing potential fault within the unit • Scheduling an engineer visit when required, including placing service calls to remedy device issues or remove/re-install devices • Scheduling additional trainings • Diagnosing and triaging product-oriented issues through proprietary software to easily identify root causes and remediate issues quickly <p>We use a world-class CRM to track all inquiries and support cases with a two-tier escalation process. If the Customer Support team is unable to resolve the issue, it will be escalated to our Application Support team, who works directly with our developers to resolve any product issues. This allows us to stay in constant contact with our customers to ensure proper communication, timely updates and quick issue resolution.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Verizon Connect is currently a provider of Sourcwell pricing to the government and public sector in the United States. The only limitations we would have in providing products and pricing under Sourcwell's pricing, terms and conditions would be those restrictions set upon us by our customers.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Verizon Connect has presence in 15 countries. There are no restrictions to provide products and services in the United States. In Canada, our Fleet for Government and Networkfleet platforms are fully supported. Reveal is not currently supported, due to our inability to invoice a Canadian customer in local currency.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Verizon Connect has presence in 15 countries. There are no geographic areas in the United States that cannot be supported. In Canada, our Fleet for Government and Networkfleet platforms are fully supported. Reveal is not currently supported, due to our inability to invoice a Canadian customer in local currency.

30	Identify any Sourcewell participating entity 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?	Verizon Connect is able to fully support all government and public sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are contract restrictions for participating entities in Hawaii, Alaska and in US Territories.	*

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>Verizon Connect will continue to promote the partnership with Sourcewell through multi-channel campaigns, including via email, digital and social. In addition, Verizon Connect will ensure all marketing materials relevant to Sourcewell, are up to date and utilized by our sales force.</p> <p>Examples include:</p> <ul style="list-style-type: none"> Landing Page: https://www.verizonconnect.com/partner/sourcewell/ Sales Collateral: Reveal for Government – Sourcewell brochure Example press release: https://www.verizonconnect.com/company/news/verizon-connect-reveal-is-now-available-for-government-customers-through-sourcewell/ 	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Verizon Connect utilizes advanced marketing technology, such as metadata and Google Analytics to support and optimize a strong key work and search engine optimization strategy. From a social media standpoint, Verizon Connect utilizes multiple social media channels to speak to specific segments of our audience and enhance our marketing effectiveness. For example, Facebook is utilized to reinforce and showcase the benefits of our solutions, as this social media platform typically consists of our end-users (drivers). LinkedIn consists of business decision makers, therefore, we market our solutions to emphasize how they contribute to improved business efficiency, cost-effectiveness and increased ROI. Finally, we utilize Twitter to reinforce the larger Verizon Business Group, providing information "blasts" to communicate our brand's strength and image, as well as provide information to our customers in real-time.	*
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?	Sourcewell's role in promoting contracts arising out of this RFP is to provide fair, competitive pricing for services to government entities, non-profits and public sector customers. Sourcewell offers customers cost savings on equipment and services, as well as favorable contractual terms and conditions, which allow customers to run their entities more cost-effectively and efficiently.	*
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.	Verizon Connect does not support e-procurement of services.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Verizon Connect provides several methods for training. Specific training is available for managers, drivers and platform administrators.</p> <p>Methods of available training include:</p> <ol style="list-style-type: none"> 1) Classroom instructor-led training - Permits the best concentration and learning 2) Web-based instructor-led training - Up to 200 students may participate and attend from anywhere 3) Online self-paced training - Available 24/7 from anywhere users have an internet connection <p>Regularly scheduled live web training is available to all users and is included in your monthly fee. Users can track completion of training as well as competence and understanding using knowledge checks through the online training portal.</p> <p>Each type of training meets the same objectives. We recommend an onsite classroom training engagement for a core set of individuals for the initial launch. Verizon Connect also offers train-the-trainer training if desired. Customized training is also available for a tailored approach to the customer's specialized needs or requirements.</p> <p>Verizon Connect believes acceptance and internalization of new system introductions is best achieved with a partnership between Verizon Connect and our customers.</p> <p>Verizon Connect also offers hardware installation and maintenance training. This training is typically delivered during vehicle hardware installations to allow for technicians at local facilities to go through the necessary ramp-up and knowledge transfer. This empowers local technicians to be able to assist with future installations or reinstallations. You may also decide to have your trained technicians assume some of the installation responsibility to lower the overall project costs.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Verizon Connect employs over 1,000 professionals dedicated to Research and Development. Verizon Connect reviews and implements upgrades that support optimal utilization of our telematics services. With a research and development budget that exceeds the revenues of many of our competitors, we are committed to growing the capabilities of our offerings and leveraging new technologies. We are continually updating and developing current and future products. Our product roadmap starts with our customers, and leverages customer surveys, interviews, field studies and user tests to meet the ever-growing needs of our customers.</p> <p>Users recognize us for our ongoing updates and innovation, and we are excited to bring market-leading enhancements in the following areas in 2021:</p> <ul style="list-style-type: none"> • Continued extension of our telematics core to meet the needs of today's mobile workforce, including continued investments in field service management, asset tracking and compliance • Improvements in usability and simplicity of the user experience (UX) for mobile applications and platform solutions • Continued innovation around our popular dashcam solution, Verizon Connect Integrated Video, helping fleet operators see exactly what's happening on the road in near real time to mitigate risk and coach drivers • Further integration with and support of Electric Vehicle data • The integration of "Smart" technologies which leverage 5G capabilities • Investments in Artificial Intelligence capabilities to aide customers in discovery of important information when processing big data • Accelerated development of 'machine learning' capabilities and tools that allow us to provide deeper data insights for our customers into areas that drive value for their business. • Increased development of integration capabilities that make it easier to connect telematics and mobile applications to back-office applications • Ongoing investments in backend infrastructure to meet the needs of growing companies for industry-leading stability, security and scalability 	*
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>Today, as 5G technology ushers in the Fourth Industrial Revolution, our focus on environmental sustainability and social responsibility has sharpened, and our commitment has accelerated. As we fulfill our corporate purpose to create the networks that move the world forward, we are taking bold steps toward reducing our environmental footprint, ensuring that our technology benefits everyone and employing our assets to tackle the world's biggest challenges.</p> <p>Our ESG strategy is to effectively govern and manage the environmental and social risks and opportunities that arise from our core business strategy. We believe that we will create long-term value for our shareholders by extending our network leadership through continued innovation for the benefit of both our company and society at large. We aim to provide our customers with best-in-class experiences while fostering a culture based on integrity and respect.</p> <p>For more information on our Sustainability efforts, please see the Corporate Responsibility Sustainability website at: http://www.verizon.com/about/responsibility/sustainability.</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.	There are no third-party eco-labels, ratings or certifications to share.	*
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.	Verizon Connect is not a WMBE, Small Business, or Veteran-Owned Organization. This requirement is not applicable.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Verizon Connect is guiding a connected world on the go by automating, optimizing and revolutionizing the way people, vehicles and things move through the world. We ensure that the things our customers care about most – from people and vehicles to equipment and data – run smoothly and flow seamlessly.</p> <p>Our full suite of industry-defining fleet and workforce management solutions and services put innovation, automation and connected data to work for customers and help them be safer, smarter, more efficient and more compliant.</p> <p>Some of the things that make Verizon Connect a leader in the telematics industry include:</p> <ul style="list-style-type: none"> - Services that are available from anywhere, at anytime - Backed by a global leader in wireless communications, Verizon Wireless - A scalable platform that is flexible and able to grow as our customer's businesses grow - 1000 professionals dedicated to research and development, providing customer's the most innovative and efficient ways to utilize our services - First to 5G technology - Seamless integration with our customer's existing business and software solutions, through API and Data Connect services - Customized implementation and training plans, based on each customer's specific needs - Global, always available customer support - Dedicated Customer Support Team, trained to be a subject matter expert to all of our customer's growth and development needs 	*

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 *	
42	Do your warranties cover all products, parts, and labor?	Yes.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no restrictions. Verizon Connect provides a web-enabled, cloud-based solution which can be accessed via any supported web browser or mobile device (via mobile app). With presence in 15 countries globally, Verizon Connect has no limitations to providing support in those areas that we provide services. Additionally, Verizon Connect utilizes a network of subcontractors to provide professional installation (if required by customer) of telematics devices. Assignment of subcontractors are managed based on location to customer and timeline based on customer's requirements.	*
46	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?	Verizon Connect has a robust portfolio of OEM agreements, connecting more vehicles and equipment over-the-air without ever touching the vehicle. OEM partnerships mean vehicles are ready to use from day one with factory warranty coverage and allow for online activation without any need to take the vehicle or equipment out of use for installation.	*
47	What are your proposed exchange and return programs and policies?	Hardware devices do not require maintenance. Technical issues with hardware devices have initial troubleshooting done by contacting our Customer Support team. A support representative will work to correct the issue or issue a Return Merchandise Authorization (RMA), so the hardware may be returned to Verizon Connect for additional troubleshooting or process a warranty replacement. Replacement devices will be received within seven (7) days.	*
48	Describe any service contract options for the items included in your proposal.	There are no service contracts related to the proposed services. The proposed services are provided as cloud-based, web enabled services. All maintenance is managed behind the scenes without interruption to the end-user's utilization of services. Hardware devices do not require maintenance. Technical issues with hardware devices have initial troubleshooting done by contacting our Customer Support team. A support representative will work to correct the issue or issue a Return Merchandise Authorization (RMA), so the hardware may be returned to Verizon Connect for additional troubleshooting or process a warranty replacement. Replacement devices will be received within seven (7) days. For some hardware options, there is no warranty needed as the hardware and replacements are included in the monthly cost. Other hardware options provide hardware warranty for one (1) year with options for extended warranties.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Verizon Connects Payment Terms are Net 30.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Customers purchase telematics hardware units to be installed within the customer's vehicle (hardware can be leased upon request. Lease pricing can be provided based on number of units). Thereafter, a monthly subscription fee is paid to access GPS tracking and Diagnostics data.	*
51	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 participating entities' purchase orders.	<p>Customer's providing an electronic signature as part of completing a Verizon Connect electronic Order Form or submitting or signing an Order Form for products and services offered pursuant to the Sourcewell Contract indicates Customer's acceptance of the terms of the Sourcewell Contract, including Verizon Connect's additional terms and conditions. If a Customer does not agree to the Sourcewell Contract, including Verizon Connect's additional terms and conditions, the Customer may not order such products or services. If there is a conflict between the terms of a Customer's Accepted Order Form and its Agreement, the terms of the Agreement (without reference to its Accepted Order Form) shall prevail.</p> <p>Customers may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without Verizon Connect's written consent; any such action by Customer shall be considered null and void and have no effect on the Accepted Order Form. The transmission to the Customer of an Order Form does not constitute an offer. All orders are subject to acceptance by Verizon Connect, evidenced either (a) in writing via email, or (b) by shipping the Devices or provisioning the Verizon Connect Service.</p> <p>Under our current Sourcewell contract, all Verizon Connect sales are captured under the Sourcewell contract number to make reporting seamless. Our Finance department is able to easily determine any and all sales made under the contract for all three platforms.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Verizon Connect does currently support Procurement Card payment. There are no additional fees imposed by Verizon Connect for use a P-card.	*

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 *	
53	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.	Pricing for Verizon Connect telematics services (includes Verizon Connect NWF Inc., Verizon Connect Telo Inc., and Verizon Connect Fleet USA LLC) includes the following: - A one-time fee to purchase telematics hardware unit (units can be leased if required) - A monthly subscription fee to access GPS and diagnostics data - A one-time fee for professional installation (customer can opt to manage installation internally)	*
54	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.	The prices offered to Sourcwell for the three product platforms are being discounted between 0.36% and 100% from the standard Commercial Price List. Verizon Connect will also offer further discounts to our customers guaranteed quantity orders of 2,000+ units for hardware. The pricing offered for the products is in line and consistent with those currently provided by Verizon Connect and other vendors offering similar products and services.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Tiered pricing can be provided based on the number of units purchased by the customer. Price reductions will be provided when customer achieves the next level of outlined unit volume, purchased.	*
56	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.	Verizon Connect does not have a process or method in place to facilitate "sourced" products and/or services.	*
57	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.	Installation is an optional service, as our customers may utilize self-installation via their internal, organizational technicians. Verizon Connect has relationships with numerous, certified installation partners that can assist our customers should they prefer their telematics units to be professionally installed. Installers are assigned based on close proximity to the customer's location, timeline required by the customer and the number of units and locations that require installation. The cost of installation services may be found in our proposed Price List. For the Networkfleet and Fleet for Government platform's professional installation is charged as a one-time fee and it is charged for installation and de-installation of devices. For our Reveal platform, professional installation is included in the the monthly service charge for the platform. Should the customer opt to self-install their devices, the customer's monthly fee would be lower than if they were to choose professional installation.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not Applicable. Shipping is included in the price of unit.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not Applicable. Shipping is included in the price of the unit.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The proposed platforms are provided as web-enabled, cloud-based services and are available at any time, from any supported web browser or mobile device. During initial implementation, units are shipped to installation locations and installed professionally by certified Verizon Connect partner companies (if required by customer), or may be installed internally by the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see our proposed Sourcwell pricing attached in this response.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell.	Verizon Connect has a tracking report that is managed and reviewed for every government, public sector and non-profit opportunity that is managed. Metrics tracked include customers that are proposed/offered pricing, terms and conditions under the Sourcewell contract, revenue based on sales, solution which is priced under agreement.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	Under Verizon Connect's current contract with Sourcewell, Verizon Connect currently pays Sourcewell 1 1/2% of total sales under the Sourcewell contract, quarterly.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see the attached document, providing a comprehensive overview of Verizon Connect's Fleet, Reveal and Networkfleet platforms.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within the support platforms, Verizon Connect provides the following tools and add-on solutions:</p> <p>Verizon Connect Fleet The Fleet platform provides the following:</p> <ul style="list-style-type: none"> • Verizon Connect Fleet. Delivers real-time location, full engine diagnostics, driver safety metrics and status for all vehicles and assets on one dashboard, including full fleet metrics, maintenance scheduling, instant alerts and reports. • Verizon Connect Assets. Integrates your powered and non-powered assets with your vehicles and aggregates data for one view of your entire fleet. • Verizon Connect Video. Dash cam smart video footage is available within minutes. View harsh driving events with event classifications, along with speed overlay and video on demand, right from your desktop or mobile device. • Verizon Connect Workforce. Offers mobile workers a tool to plan jobs, track performance and manage reporting with customizable planning and performance tools. • Verizon Connect Compliance. Incorporates powerful Hours of Service (HOS) management features and a complete E-DVIR solution to automate compliance processes and reduce your administrative workload. • Verizon Mobile Apps. <ul style="list-style-type: none"> o Verizon Connect Spotlight. Enables real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Fleet's companion app. o Verizon Connect Navigation. An advanced, truck-restricted navigation companion with a large moving map and an easy-to-use touch screen interface. o Verizon Connect Coach. Drivers have direct access to driving KPIs, which help ensure safe driving, on-time performance and route compliance, with productivity metrics and leaderboards to support peer comparison. <p>Verizon Connect Reveal The Reveal platform includes:</p> <ul style="list-style-type: none"> • Verizon Connect Reveal. Real-time location and driver safety metrics on one dashboard. Includes full fleet metrics, maintenance scheduling, geofencing, instant alerts and detailed reports. • Verizon Connect Driving Style. Improve driver behavior, increase safety, and lower insurance costs with a comprehensive view of drivers including alerting, reporting, and our proprietary safety scoring. • Verizon Connect Video. View road-facing and driver-facing dash cam smart video footage in minutes in the office or out in the field to see harsh driving events with event classifications and speed overlay, along with on demand video footage. • Verizon Connect LogBook. Stay compliant with regulations by conducting roadside inspections for DVIR reports, and track Hours of Service (HOS) for continued compliance. • Verizon Connect Mobile Apps.

	<ul style="list-style-type: none">o Verizon Connect Reveal Spotlight. Enables real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Reveal's companion mobile app.o Verizon Connect Reveal Driver. Enables route dispatching to driver, the ability to view driver scorecards, confirm new driver vehicle assignments, and more.o Verizon Connect Navigation. Performs as an advanced, truck restricted navigation companion, with a large moving map format and a simple-to-use touch screen interface.o Verizon Connect Reveal Map. Gives quick access to all vehicles and drivers in one map with vehicle status and search capabilities.o Verizon Connect Reveal Field. Allows easy management of vehicles, technicians, and jobs for simple scheduling and dispatch with the online Scheduler and immediate job status updates and details with the mobile app. <p>Verizon Connect Networkfleet</p> <p>Networkfleet includes:</p> <ul style="list-style-type: none">• Networkfleet 5500 Series. Real-time location, engine diagnostics, driver safety metrics and status for all vehicles and assets on one dashboard with full fleet metrics, maintenance scheduling, alerts, reports and roadside assistance.• Networkfleet 5200 Series. Real-time GPS tracking and status for all assets on one dashboard with full fleet metrics, alerts, reports and roadside assistance.• Networkfleet Asset Guard. Location and status of your fixed, movable, powered, or non-powered assets, integrated with your vehicle fleet for a single view on one map.• Networkfleet Mobile Apps.<ul style="list-style-type: none">o Networkfleet Manager. Real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Fleet for Government's companion mobile app.o Networkfleet Driver. Digital Forms to eliminate paperwork in the field and remotely sync with the platform.
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Verizon Connect offers a leading cloud-based mobile workforce management platform that connects your business and helps you make better data-driven decisions. . Our innovative technology leads the market, and provides the latest features to help you make smart data-driven decisions. Our fleet and workforce management solutions are intuitive and designed to be easy to use and maintain. The comprehensive platform is reliable and provides a trusted daily tool that locates and optimizes your resources for any size fleet.</p> <p>Our Fleet Management capabilities support</p> <ul style="list-style-type: none"> the management of the location, status and health of your vehicles the overseeing vehicle and equipment utilization An increase in productivity and efficiency <p>Our Workforce Management capabilities support:</p> <ul style="list-style-type: none"> the management of the location, status and well-being of your mobile workers the monitoring of workday progress and activities the promotion of safety and security <p>Verizon Connect delivers real-time insight into your daily operations. We partner with our customers to identify and integrate the specific technologies that are appropriate for their operational needs and deliver targeted end-to-end solutions with modular designs and open architectures. This comprehensive platform approach is tailored to fully accomplish your goals and deliver measurable benefits and ROI.</p>	*
67	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Verizon Connect's GPS tracking units are installed within the vehicle's cab, underneath the vehicle's dashboard. Information is taken directly from the vehicle's engine, allowing location and diagnostics data to be transmitted through the cloud and available via the user's web browser (Chrome, Edge, Firefox and Internet Explorer, or via Android and iOS Apple devices through mobile app.	*
68	Fleet related software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Verizon Connect's telematics solutions are provided as web-enabled, cloud-based solutions. No software is required to utilize Verizon Connect's telematics platforms.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the provided 'Verizon Connect Solution Overview' included as an attachment to this response. Information is providing regarding fleet monitoring, asset tracking and geofence capabilities for all participating platforms.	*
70	Motor pool and fleet sharing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Devices can be transferred between multiple vehicles and vehicles can be assigned to more than one driver. Additionally, can use the digital driver ID, via Verizon Connect Fleet's mobile WorkPlan app or key fob, for each driver within your fleet. This will inform you who is behind the wheel of a vehicle and if a vehicle has changed drivers throughout the day.</p> <p>Customers can easily configure their telematics platform to match their organizational structure with hierarchy capabilities.</p> <p>Verizon Connect's solutions allow you to use fleet and teams to create custom groups of people or vehicles, as well as support the sharing of vehicles amongst multiple drivers.</p>	*
71	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Verizon Connect's Fleet and Reveal platforms provide integrated video capabilities. A comprehensive overview of the platforms' integrated video capabilities are provided within the 'Verizon Connect Solution Overview' included as an attachment to this response.	

Table 15: Industry Specific Questions

Line Item	Question	Response *
72	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.	Verizon Connect tracks the number of government, public and non-profit entities that submit RFx request. Metrics that are tracked include: - Company - Number of Units - Government Co-operative Pricing (yes/no) - Solution proposed under Sourcewell pricing - Potential Monthly and Annual Revenue - Win (yes/no)
73	Describe your approach to data privacy in regard to your proposed solution(s).	Maintaining the privacy of our customers is extremely important to Verizon Connect. Our official Privacy Policy can be found on our website at www.verizon.com/about/privacy/privacy-policy-summary . Verizon Connect utilizes the following processes to protect sensitive data: <ul style="list-style-type: none"> • Maintaining a Verizon Code of Conduct for Verizon Connect employees (available to the public on our website at www.verizon.com/about/our-company/code-conduct) which requires compliance with information security policies and procedures. • Using contractual and other measures to obtain third party suppliers' compliance with appropriate information security requirements, such as Verizon's baseline security requirements for suppliers, our Supplier Code of Conduct, and other materials. • Providing physical security controls for each computer room, data center, and similar facilities that may contain sensitive information. • Providing technical and other controls protecting sensitive information stored in Internal Systems, consistent with Verizon Connect's information security policies and procedures. • Complying with applicable laws and regulations related to protecting sensitive information stored by Verizon Connect.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ 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. - Shane Scoville, Vice President - Global Sales, Verizon Connect NWF Inc.

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
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1

**PARTICIPATING ADDENDUM TO
VERIZON CONNECT NWF ADDITIONAL TERMS AND CONDITIONS
MADE PURSUANT TO SOURCEWELL CONTRACT 020221-NWF**

This Participating Addendum (herein "Addendum") amends the Additional Terms and Conditions to Sourcewell Contract No. 020221-NWF said Contract No. 020221-NWF having been entered into between Verizon Connect NWF Inc. and Sourcewell. Pursuant to Section 6(b) of Sourcewell Contract No. 020221-NWF City of Kingsport as a Participating Entity and Verizon Connect NWF Inc., are permitted to enter into this Participating Addendum to address the legal requirements of the City of Kingsport. This Participating Addendum shall amend the Additional Terms and Conditions as well as all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") which, in addition to the terms of Sourcewell Contract No. 020221-NWF, shall set forth contractual terms between Verizon Connect NWF Inc., a Delaware corporation principally located in Alpharetta, Georgia its affiliates and subsidiaries (herein "Vendor") and the City of Kingsport, Tennessee (herein "City"). Based on the exchange of good and valuable consideration between the parties, the sufficiency of which is hereby acknowledged the Agreement are amended as set forth herein.

- 1. Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language therein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that in the event of a conflict between provisions, the following order of precedence applies: (1) this Participating Addendum; (2) the Additional Terms and Conditions; (3) Sourcewell Contract No. 020221-NWF; (4) Vendor's proposal to Sourcewell; (4) the RFP; and (5) documents attached to or incorporated by reference in the RFP.
- 2. Termination for Convenience.** The Agreement Term, as defined in Section 11 of the Additional Terms and Conditions, may be terminated by City upon sixty (60) days written notice to Vendor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Vendor for all satisfactory and authorized services completed as of the termination date, and Vendor will refund to City any funds paid by City in excess of such amount. Vendor may charge, in its sole discretion, a Device recovery fee in the event City terminates the Device subscription and such termination is effective prior to the end of the initial 12-month period following delivery of the affected Device. A Device recovery fee in the amount of \$50 for a Vehicle Tracking Hardware Device and Powered Asset Tracking Device and \$175 for a Video Road Facing Camera or a Dual Video Camera.
- 3. Limitation of Liability.** Any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, right or privilege afforded by the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq nor shall any provision of the Agreement create an obligation prohibited by Article II, Section 29 of the Tennessee Constitution.
- 4. Warranty.** Vendor warrants that the products purchased herein when used in accordance with the documentation shall operate and conform in all material respects in conformity with the Agreement and the written representations of Vendor, including applicable user manuals and guides supplied by Vendor or with Vendor's software. If the products do not perform as warranted, Vendor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Vendor. Because Tennessee law may not allow City to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
- 5. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act (Act), set out in T.C.A. §10-7-503 et seq., are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., which are not exempt from disclosure by the Act, which shall include, but not be limited to, the Agreement and all records

created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 5 serves to meet such burden and authorization of disclosure.

6. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Vendor. Additionally, City does not waive any and all moral right to the use of the name submitted to Vendor.
7. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
8. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. If a dispute, claim, or cause of action should arise between the parties (hereinafter “claim”) the claim shall be brought in the state courts in Kingsport, Sullivan County, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any claims shall be in the state court located in Kingsport, Sullivan County, Tennessee or the Federal court for the Eastern District of Tennessee and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
9. **Responsibility for Litigation Costs, Expenses and Payment of Attorney’s Fees.** In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney’s fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
10. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement Term, as defined in Section 11 of the Additional Terms and Conditions shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to City. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Vendor, FPPs, or Payment Processing Partners in relation to any event.
11. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor’s request.
12. **Binding Effect.** The provisions of the Agreement constitute the entire agreement between City, (including City’s employees and other end users) and Vendor. No employee of City or any other person, without authorization of the board of mayor and aldermen of City can bind City to any contract or agreement and anything contrary contained in the Agreement, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City’s employees or other end users, to the contrary are null, void and without effect as it applies to City.
13. **No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable, there is any default or breach by City, for any amount which may become due and the Agreement, or on any obligations under the terms of the Agreement.

14. Parties to Receive Notice: Any notices contemplated by the Agreement to City shall also be addressed to:

Office of the City Attorney
City of Kingsport
415 Broad Street
Kingsport, TN 37660

15. Amendment. This Agreement between the parties shall not be modified or altered other than by written instrument executed by both parties. This includes any changes to pricing, fees, rates and charges.

16. Survival. This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

17. No Presumption Against Drafter. This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

18. Counterparts. This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

19. Effective Date. This Addendum shall be effective immediately after the Agreement is effective.

Verizon Connect NWF Inc.

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

A Resolution Awarding the Bid for the Purchase of Tire Recapping Services to Southern Tire Mart

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

Action Form No.: AF-151-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds/S. Leonard

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on May 3, 2022 for the purchase of Tire Recapping Services for use by the Fleet Maintenance Department for FY23. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 17, 2022 and placed on our website for 16 calendar days. It is recommended to approve the award to the apparent low, responsible compliant bid from Southern Tire Mart at an estimated annual cost of \$59,970.00.

Funding is identified in various department accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

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 AWARDDING THE BID FOR TIRE RECAPPING
SERVICES TO SOUTHERN TIRE MART AND AUTHORIZING
THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR
THE SAME

WHEREAS, bids were opened May 3, 2022 for tire recapping services for use by the Fleet Maintenance Department; and

WHEREAS, upon review of the bids, the board finds Southern Tire Mart is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase tire recapping services from Southern Tire Mart, at an annual cost of \$59,970.00; and

WHEREAS, funding is identified in account #51100001410000 Fleet Inventory Stock.

Now therefore,

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

SECTION I. That the bid for tire recapping services at an annual cost of \$59,970.00, is awarded to Southern Tire Mart, and the city manager is authorized to execute purchase orders for same.

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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 3, 2022
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Sandra Sloan, Assistant Procurement Manager, Schools

The Bid Opening was held in the Conference Room #436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

RECAPPING TIRE SERVICE			
Description of Items:	Est. Qty.:	Southern Tire Mart	Goodyear Tire & Rubber Co.
Tire Cap Cold MS – 12R22.5 – Gripper 22/32"	20	\$125.00	\$149.50
Tire Cap Cold MS – 10R22.5 – Gripper 22/32"	20	\$106.00	\$129.90
Tire Cap Cold MS – 11R22.5 – Gripper 22/32"	70	\$120.00	\$143.30
Tire Cap Cold MS Lug – 425/65R22.5 – 26/32"	10	\$260.00	\$280.00
Tire Recap All Position – 275/80R22.5 – Highway 18/32"	6	\$120.00	\$136.24
Tire Recap Mud and Snow – 255/70R22.5 – Gripper 22/32"	6	\$105.00	\$129.90
Tire Recap Mud & Snow – 12R22.5 – XDUS Refuse Tread 32/32"	100	\$175.00	\$211.32
Tire Recap Mud & Snow – 11R22.5 – XDUS Refuse Tread 32/32"	150	\$170.00	\$195.89

The submitted bids will be evaluated and a recommendation made at a later date.



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: May 5, 2022
Re: Tire Recapping Service Purchase Recommendation FY23

This memo will serve as confirmation of my review of the bid documents for the Tire Recapping Services. It is my recommendation to award the bid to the lowest bid offering from Southern Tire Mart for FY23. Southern Tire Mart's tread options are in compliance with the City of Kingsport's current specifications. The estimated annual cost for tire recapping services is \$59,970.00.

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



AGENDA ACTION FORM

A Resolution to Approve Change Order No. 1 for the J. Fred Johnson Stadium Lighting Upgrade Project and Authorizing the Mayor to Execute All Documents Necessary

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

Action Form No.: AF-147-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

On March 25, the board approved awarding the agreement for the J. Fred Johnson Stadium Lighting Upgrade Project to Kingsport Armature & Electric Company in the amount of \$600,000.00. The agreement was fully executed on March 28, 2022.

There was an alternate for up-lighting and the bid from Kingsport Armature & Electric Company was \$10,000.00 each. There are nine light poles that this lighting would be installed on. Change Order 1 is to add the alternate for these lights in the amount of \$90,000.00. The administration desires to add the alternate for the nine lights. Funding for this change order will come from the General Purpose School Fund.

The total cost of the project with the addition of this alternate will be \$750,000.00 (detail given below).

Architect Fee	\$ 24,000
Construction Costs	690,000
6% Contingency	<u>36,000</u>
Total Costs	\$750,000

This change order was approved by the Board of Education on May 10, 2022.

Attachments:

1. Resolution
2. Proposal

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 APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH KINGSPORT ARMATURE & ELECTRIC COMPANY FOR THE J. FRED JOHNSON STADIUM LIGHTING UPGRADE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the City of Kingsport for its Kingsport City Schools entered into an agreement with Kingsport Armature & Electric Company on March 28, 2022 (Resolution No. 2022-189), for the J. Fred Johnson Stadium Lighting Upgrade Project; and

WHEREAS, an alternate included in the bid for added lighting on nine poles is desired; and

WHEREAS, funding for this project will be from the General Purpose School Fund; and

WHEREAS, a change order to the agreement is necessary to provide for the cost of the alternate for added lighting in the amount of \$90,000.00; and

WHEREAS, the Board of Education approved the change order on May 10, 2022.

Now therefore,

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

SECTION I. That change order number 1 in the amount of \$90,000 to the agreement between City of Kingsport for its Kingsport City Schools and Kingsport Armature & Electric Company 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 change order number 1 to the J. Fred Johnson Stadium Lighting Upgrade 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 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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Kingsport Armature & Electric Co., Inc.

ELECTRICAL CONTRACTORS • EST. 1951

Attn: Hank Clabaugh

SUBMITTED TO

City of Kingsport

DATE

5/2/22

Job Name

J Fred Johnson Stadium Lights

Job Location

Kingsport, TN

Furnish and install up lighting for 9 poles.

For: \$90,000.00

TN License #04915 Exp October 31st, 2023, UNLIMITED; CE

All material is guaranteed to be specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Scott Carter

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

I, (We) propose to execute the portion of the work identified as "Base Bid" for the stipulated sum of: (sums shall be written in numerical form)

9 Poles
@
\$10,000 each

Lump Sum Base Bid (Includes Labor, Materials AND Installation): _____

Six hundred thousand DOLLARS. (\$ 600,000.00)

Alternate 1: Unit Price per Light for Up Lighting on Poles Bid: _____

Ten thousand DOLLARS. (\$ 10,000.00)

Deduct Alternate: Lump Sum Base Bid (Includes Labor and Installation Only Given the Possibility that Musco Lighting Equipment Will Be Provided by the City): _____

One hundred thousand DOLLARS. (\$ 100,000.00)

The undersigned agrees this bid shall be good and may not be withdrawn for a period of (60) sixty calendar days after the scheduled closing time for receiving bids.

The undersigned upon receipt of written notice of the acceptance of this bid, agrees to deliver to the owner or his agent, the required performance bond, labor and material payment bond and certificate of insurance in accordance with the specifications.

I (We) propose to commence the work under this contract within 50 calendar days after receipt of notice to proceed and complete the work by the hard completion date of AUGUST 1, 2022. Please initial here to indicate your agreement that work will be completed by AUGUST 1, 2022.

[Signature] (Initials)

LIQUIDATED DAMAGES

As actual damages for any delay in completion of work which the contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the

owner the sum of \$1,000.00 per day as fixed, agreed and liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with Section "Changes in Work" under GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

My Terms are AS PER BID DOCUMENT.

The Bidder hereby agrees that the Board of Mayor and Aldermen have the right to reject any and all bids received and to waive any informality.

Certified check or bid bond is herewith deposited with the City Treasurer, in the sum of 5% of the total bid amount, made payable to the order of City Treasurer of the City of Kingsport, Tennessee, with the understanding that if the bid herewith submitted is rejected, the said check will be returned to the bidder upon the execution and securing of a contract to do the said work. If awarded the contract to this work, and

**AIA****Document G701[®] – 2017****Change Order**

PROJECT: *(Name and address)*
J.Fred Johnson Stadium Lighting Upgrade
Kingsport

OWNER: *(Name and address)*
City of Kingsport
415 Broad Street
Kingsport Tn 37660

CONTRACT INFORMATION:
Contract For: Stadium Lighting upgrades
Date: 4/11/22

~~ENCLINER~~
ARCHITECT: *(Name and address)*
Holston Engineering, Inc.
301 Montgomery Street
Johnson City TN 37604

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 5/5/22

CONTRACTOR: *(Name and address)*
Kingsport Armature & Electric Co., Inc.
323 East Market Street
Kingsport Tn 37660

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add 9 up lights on existing J. Fred Johnson Stadium poles in conjunction with the new lighting system upgrades.

The original Contract Sum was	\$ 600,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 600,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 90,000.00
The new Contract Sum including this Change Order will be	\$ 690,000.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be as previously agreed

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Holston Engineering, Inc.

ARCHITECT *(Firm name)*

ENCLINER

SIGNATURE

David Osanna, President
PRINTED NAME AND TITLE

5/5/22
DATE

Kingsport Armature & Electric Co., Inc.

CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

City of Kingsport

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AGENDA ACTION FORM

A Resolution to Approve Addendum 7 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-148-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

On January 21, 2020 the board adopted Resolution No. 2020-118, which approved an agreement with ESS South Central, LLC, (f/k/a ESS Southeast, LLC), for substitute staffing services. Kingsport City Schools is requesting approval of an amendment to the agreement which will to add a bookkeeper position to those which ESS will provide staffing.

Kingsport City Schools Human Resource Department has been working with ESS South Central, LLC, to provide staffing services for the school district. ESS South Central, LLC specializes in providing qualified staff for positions such as substitute teachers and other school support staff for daily, long-term and permanent assignments.

Funding for this service comes from General Purpose School Fund.

Attachments:

1. 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: *aw*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on January 21, 2020, the board adopted Resolution No. 2020-118, authorizing the mayor to sign a staffing services agreement with ESS South Central, LLC (f/k/a ESS Southeast, LLC) for substitute staffing services for the Kingsport City Schools; and

WHEREAS, over the course of the agreement with ESS South Central LLC there have been numerous addendums to the original agreement which addressed changes to the staffing services provided; and

WHEREAS, Kingsport City Schools desires to amend the agreement once again in order to add the position of Bookkeeper to those which ESS South Central LLC will provide staffing; and

WHEREAS, the cost for this additional substitute classification will be paid with funds in General Purpose School Fund.

Now therefore,

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

SECTION I. That Addendum 7 to the agreement with ESS South Central, LLC, is approved and all prior addendums are hereby ratified.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with ESS South Central, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

ADDENDUM 7

This is an Addendum to the Agreement between the **City of Kingsport for its Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS South Central, LLC** (the "Company") entered into as of January 21, 2020 for the services of Substitute Teachers and Staff:

Based upon the exchange of good and valuable consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

Effective May 2, 2022 the following positions and rates are added in Exhibit A:

Position	Pay Rate	Bill Rate	Rule
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Book Keeper \$21.98

\$28.35

Per Hour

All other provisions of the Agreement and subsequent Addendums thereto shall remain in full force and effect during the term of the Agreement.

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

SECTION 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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Accept a Donation of an AWE Early Literacy Computer for the Kingsport Public Library

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

Action Form No.: AF-146-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Chris Markley
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

The Friends of the Kingsport Public Library are proposing to donate an AWE Early Literacy computer to the Library. The purpose of the donation is to replace an AWE Early Literacy computer that no longer works. The AWE Early Literacy Computer provides learning activities in the form of games in the Youth Service department of the library. The value of the donation is \$3,453.50. The Library respectfully requests that the donations are accepted.

Attachments:

1. 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: *aw*

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF AN AWE EARLY
LITERACY COMPUTER FROM THE FRIENDS OF THE
KINGSPORT PUBLIC LIBRARY

WHEREAS, the Friends of the Kingsport Public Library, desire to donate an AWE Early Literacy computer to the Kingsport Public Library; and

WHEREAS, the AWE Early Literacy Computer provides learning activities in the form of games in the Youth Service department of the library; and

WHEREAS, the value of the donation is \$3,453.50.

Now therefore,

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

SECTION I. That the donation to the city from the Friends of the Kingsport Public Library of an AWE Early Literacy, in the amount of \$3,453.50, is accepted.

SECTION II. That the boards finds 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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of Five (5) Dump Trucks Pursuant to Sourcewell Cooperative Purchasing Agreement No. 060920-NAF

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

Action Form No.: AF-149-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 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 five (5) Dump Trucks from Velocity Truck Center through National Auto Fleet Group utilizing Sourcewell Cooperative Purchasing Agreement #060920-NAF for use by Public Works Grounds Maintenance and Water & Waste Water Maintenance Departments. The delivery from the dealership to the agency is included in the price.

Quantity	Description	Department	Price
1	2023 Tandem Dump Truck	Water Maintenance	\$143,127.00
2	2023 Leaf Truck	Grounds Maintenance	\$242,384.00
2	2023 Single Axle Dump Truck	Waste Water & Maintenance	\$253,962.00
		Total Cost:	\$639,473.00

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.

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo
3. Quotes
4. Sourcewell Cooperative Contract
5. Pictures

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 AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO VELOCITY TRUCK CENTER THROUGH NATIONAL AUTO FLEET GROUP UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 060920-NAF FOR 5 DUMP TRUCKS FOR THE PUBLIC WORKS GROUNDS MAINTENANCE AND THE WATER AND WASTE WATER MAINTENANCE DEPARTMENTS

WHEREAS, staff recommends the purchase of 5 dump trucks from Velocity Truck Center through National Auto Fleet Group utilizing Sourcewell Cooperative Purchasing Agreement #060920-NAF for use by Public Works Grounds Maintenance and the Water & Waste Water Maintenance Departments; and

WHEREAS, the city participates in the Sourcewell cooperative purchasing; and

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of motor vehicles manufactured for a special purpose as defined by Tennessee Code Annotated section 12-3-1208; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Velocity Truck Center in the amount of \$639,473.00; and

WHEREAS, funding for this equipment is available in project account # 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 Velocity Truck Center through National Auto Fleet Group utilizing Sourcewell Cooperative Purchasing Agreement #060920-NAF for 5 dump trucks for use by the Public Works Grounds Maintenance and the Water & Waste Water Maintenance Departments in the amount of \$639,473.00.

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 17th day of May, 2022.

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: May 3, 2022
Re: Fleet Replacement of 1951, 1886, 1887, 1827, & 2327
Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of the following five (5) dump trucks from Velocity Truck Center through National Auto Fleet Group utilizing Sourcewell Cooperative Agreement for a total of \$ 639,473.00. These units meets the expectations of the departments and will fulfill the requirements of their operational needs. The Sourcewell Cooperative Agreement # 060920-NAF allows a municipality to purchase off of the Sourcewell Cooperative pricing. A copy of the Sourcewell Cooperative Agreement is attached.

Item	Quantity	Description	Department	Price
1	1	2023 Freightliner Tandem Dump Truck	Water Maintenance	\$143,127.00
2	2	2023 Freightliner Leaf Truck	Grounds Maintenance	\$242,384.00
3	2	2023 Freightliner Single Axle Dump Truck	Waste Water and Water Maintenance	\$253,962.00
TOTAL				\$639,473.00

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 Sourcewell offerings were reviewed by Adam Williams, Tim Elsea, & Tony Bellamy 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 units being operated.

Sourcewell Contract 060920-NAF

Replacements

1951	2011 International Tandem Dump Truck	Mileage	97,756
1886	2010 Freightliner Leaf truck	Mileage	37,165
1887	2010 Freightliner Leaf Truck	Mileage	42,667
1827	2009 Kenworth Single Axle Dump Truck	Mileage	92,185
2327	2017 International Single Axle Dump Truck	Mileage	47,987

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

Thank you.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/6/2022

Quote ID#1954HD (R2)

Mr. Steve Leonard

City of Kingsport
415 Broad Street
Kingsport, TN 37660

Dear Steve Leonard,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. Two (2) New/Unused (**2023 Freightliner M2106, Cummins L9 350 HP Engine, Allison 3000 RDS Transmission with 10' Rogers Dump Body**) and provided by Mr. Bobby Janutolo with Velocity Truck Centers, each for:

	MSRP	Contract Price	Discount	Two Units (2)	Savings
Chassis and Option	\$ 144,829.00	\$ 94,506.00	35.00%	\$ 189,012.00	\$ 50,323.00
Rogers MFG Quote		\$ 32,475.00		\$ 64,950.00	
Tax (0.00%)		\$ 0.00		\$ 0.00	
Total		\$ 126,981.00		\$ 253,962.00	

Additional option not included in price above:

1. Snow Plow - \$9,400.00

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/6/2022

Quote ID#1955HD (R2)

Mr. Steve Leonard

City of Kingsport
415 Broad Street
Kingsport, TN 37660

Dear Steve Leonard,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2023 Freightliner M2106, Cummins L9 350 HP Engine, Allison 3000 RDS Transmission with 16' Rogers Dump Body**) and provided by Mr. Bobby Janutolo with Velocity Truck Centers, each for:

	MSRP	Contract Price	Discount	Savings
Chassis and Option	\$ 166,295.00	\$ 105,277.00	35.00%	\$ 61,018.00
Rogers MFG Quote		\$ 37,850.00		
Tax (0.00%)		\$ 0.00		
Total		\$ 143,127.00		

Additional option not included in price above:

1. Snow Plow - \$9,400.00

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

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Fleet@NationalAutoFleetGroup.com

5/6/2022

Quote ID#1956HD (R2)

Mr. Steve Leonard

City of Kingsport
415 Broad Street
Kingsport, TN 37660

Dear Steve Leonard,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. Two (2) New/Unused (**2023 Freightliner M2106, Cummins B6.7 220HP Engine, Allison 2500 RDS Transmission with 12' Rogers Dump Body**) and provided by Mr. Bobby Janutolo with Velocity Truck Centers, each for:

	MSRP	Contract Price	Adj. Discount	Two Units (2)	Savings
Chassis and Option	\$ 116,873.00	\$ 82,642.00	30.00%	\$ 165,284.00	\$ 34,231.00
Rogers MFG Quote		\$ 38,550.00		\$ 77,100.00	
Tax (0.00%)		\$ 0.00		\$ 0.00	
Total		\$ 121,192.00		\$ 242,384.00	

Additional option not included in price above:

1. Snow Plow - \$9,400.00

This vehicle(s) is available under the Sourcwell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





Solicitation Number: RFP #060920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, 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 the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

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 August 1, 2024, 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **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 Participating Entity 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 Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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 Participating Entities. Participating Entities 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.

Sourcewell 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 Participating Entity 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 Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Participating Entities.

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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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); and
- 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 Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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 Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities 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 contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity 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 Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity 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 ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity 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 Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity 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 Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and \$200 multiplied by the number of trucks purchased by Participating Entities from Vendor's partner dealer Alan Jay Automotive in Florida, 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 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 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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity 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. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. 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.

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

D. 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 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 Participating Entities 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 Participating Entity 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), or equivalent. 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), or equivalent.

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 Professional 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 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 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 list Sourcewell and its Participating Entities, 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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

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 the Canadian government, as applicable; or any Participating Entity. 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

Participating Entities 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. Participating Entities 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 Participating Entity 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 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 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. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/3/2020 | 5:08 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 8/3/2020 | 2:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A84CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/3/2020 | 5:13 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Friday April 17, 2020 10:02:43
Submitted On: Tuesday June 09, 2020 00:25:02
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: 42f514a4-eaaa-46d1-a264-1de559e88b95
Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	72 Hour LLC, DBA: National Auto Fleet Group
2	Proposer Address:	490 Auto Center Drive Watsonville CA, 95076
3	Proposer website address:	www.NationalAutoFleetGroup.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 and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@wondries.com

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>NAFG, was originally established in 1987 when we went by Wondries Fleet Group located in Southern California. Starting with a single automobile dealership, my father Clarke Cooper has grown our network to over 35 dealerships both in and outside of California. We have always hired and promoted from within our organization to help promote our culture. Most of our Fleet Division Managers who started with us back in 1987 are still with us today.</p> <p>We have evolved over the decades to adapt to the improving industry technology to the advancement of once gas-powered vehicles to now fuel cell powered. Even in today's fast changing marketplace, our core values have never changed. Our core values are: Always do what's right for the customer, you take care of them and they will take care of you.</p> <p>Our Business philosophy has always been the 4 RIGHT'S to every client: Deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place and the RIGHT price.</p> <p>Our longevity can best be displayed with a few statements. We are and have always been family owned and operated. We have deep family roots in the automobile business with future generations in the infant stages today. We plan on leading our industry for decades to come.</p>

8	What are your company's expectations in the event of an award?	If awarded another Sourcewell Contract, this would be our 4th and like our prior 3 contracts we will grow yet again by compounding our knowledge and customer service experience we have gained from serving members from across our great nation yet again to new heights. We want to grow our divisions with more staff and particularly grow our Partner Program which is detailed in the Zip file in the additional Documents upload. Our Partner program allows members to suggest and even recommend there local upfitters to NAFG to partner on any turn key quote. We see a tremendous value in giving the ability to the member to supply the upfitter of there choice to NAFG in order to provide a 100% turn key solution.
9	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.	<p>We have uploaded the following under the section: Financial Strength: Bank commitment letters that we have been utilizing with our current Sourcewell Contracts which extend a direct line of credit up to \$ 43,000,000 and more if needed to serve member needs.</p> <p>Market Success with copies of recent current contracts of over \$ 140,000,000 worth of products and goods from a direct result of our current Sourcewell Contracts which are:</p> <ol style="list-style-type: none"> 1. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF. 2. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF. 3. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. 4. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. 5. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF. 6. City of Los Angeles Harbor, CA Contract for \$ 1,500,000 under our Sourcewell Contract 120716-NAF. 7. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. 8. City of Costa Mesa, CA Contract for \$ 1,023,220 under our Sourcewell Contract 120716-NAF. 9. Blanket Contract with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. 10. Blanket Contract with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. <p>Commitment Letter's for 5 years' worth of continued unwavering support from large national upfit suppliers such as The Knapheide Manufacturing Company with it's distributor base nation wide down to regional support from Phenix Truck Body in Southern CA as an example. All of which currently help support our current members clients with current and past orders they have had with NAFG.</p> <p>We have Member Recommendations attached showing not only does NAFG practice with we preach, but Member's can stand behind NAFG as well.</p> <p>We have Upfitter Recommendations as well to show not only NAFG is a good partner for members but also a good partner to partner with. Not only does taking care of the member just involve the dealer, it also must and will always include the upfitter along with the entire supply chain. All of which goes towards serving the members.</p> <p>We have provided documentation of the State of Maryland adopting our current Class 6, 7 and 8 contract demonstrating our ability to go after and show States there's a better way of doing business.</p> <p>Lastly, we have shown our Growth we have had with Sourcewell from 2012 when we were first awarded. We hope this only shows the trajectory of where we are expecting to take our future expectations.</p>
10	What is your US market share for the solutions that you are proposing?	Our US Market Share for the products and Model's we are offering is roughly 70-80% as the 11 manufacturers represent. NAFG market share is roughly estimated 2% of Government Fleet Sales.
11	What is your Canadian market share for the solutions that you are proposing?	NAFG current Canadian market share is zero, however plans are in place to aggressively go after the Canadian market.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

13	<p>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.</p> <p>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?</p> <p>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?</p>	<p>NAFG is best described as "A" a Distributer/Dealer/Reseller/Dealer Partner for the 11 Manufacturers contained in our response: Ford Motor Company, RAM, Chevrolet, Hino, Isuzu, International, Volvo, Freightliner, Western Star, Mack, Kenworth and Peterbilt. All orders are placed with franchised dealerships and ultimately titled to the member. All our appropriate certificates can be viewed in the "Related Certification" section for either our dealerships direct or our partner dealers you will find all appropriate certificates. We do not sell used equipment to the members. As well you will find NAFG has named our dealer partners as additional insured under our policy.</p>
14	<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>A Dealer License and Franchise agreement issued by the Manufacture, Department of Motor Vehicles License along with a Reseller's permit are the most pertinent licenses to hold. In the attachment in section "Related Certification" you will find the following either as a solely owned entity or by our partner dealer we jointly hold:</p> <p>IRS Approved FET Number CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Does not apply.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years.	*
17	What percentage of your sales are to the governmental sector in the past three years	As an organization most of our sales are focused on retail, however in our division in Fleet, we have sold to about 90% Government accounts.	*
18	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091219, 081716 and 120716 which over the past three years has sold a volume of \$ 390,030,176.99 of Combined Quarterly Sales.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-732-3794	*
County of Venture, CA	Mr. Jorge Bonilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at a time	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 100 Trucks	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 75 Trucks	Over 2M	*
City of San Diego	Government	California - CA	Purchaser	Over 400 Trucks	Over 10M	*
Ann Arundel County	Government	Maryland - MD	Purchaser	Over 20 Trucks	Over 1M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as 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 *
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23	Sales force.	We have a Direct and Indirect sales force. Our direct sales force are our employees and partner dealers. Combined our estimated employee count exceeds 100 persons dedicated to supporting our dealerships and NAFG Fleet Division. Our indirect sales force which would be our partner suppliers and upfitters would be well above 100. With both direct and indirect sales force staff NAFG has been proven to maintain and service the current demand of the members. As the number of members grow that we can help, the more staff we would eagerly employee to help meet demand.	*
24	Dealer network or other distribution methods.	Our franchise network which cover's our proposed 11 manufacturers are second to none. With industry forefront of the combined experience of manufactures like The Ford Motor Company, General Motors, Freightliner, MACK, Peterbilt and Kenworth to name a few have established a national presence were all members can receive service and warranty repairs on there respective products. The distribution of an Automobile or Cab Chassis has always been an ongoing challenge for all manufactures new and old. However we in America have the best Automobile Supply Chain Network in the world and as a franchised dealer of brands, we too get take full advantage of the network to ship and supply our member clients nationwide.	*
25	Service force.	With over thousands of service locations representing our 11 manufacturers a member client can find with ease a service station or warranty repair facility near by. Of course Alaska and Hawaii do have a larger distance between franchises a member would utilize for warranty repair or service.	*

26	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.	<p>To best illustrate our Customer Service programs, I ask that you use as a reference our ZIP file under Additional Documents and within in a ZIP file named "Member Walk Through". Start with and view in order which I will explain in order here:</p> <p>How A Member Can Get Quotes Online Demo: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory order-able options, taking the guess work out for the member. Once a member selects a desired build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send the member a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and to ensure all Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk the member through the process step by step to ensure the member knows the upcoming factory order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in this example.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our ability and know how to carry our business model into Canada has never been as strong as it is today, we believe a simple US Dollar to Canadian exchange rate coupled with our pricing structure will allow NAFG to finally be in a position to serve members in Canada by partnering with Canadian based dealer groups.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAFG will service 100 % of the United States of America and attempt to build the same model to service all of Canada. We do not know yet what regions we will encounter difficulty and how long the solution will take, but we will strive to service all of Canada.

30	Identify any Sourcewell participating entity 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?	We will service all Sourcewell Members through our 24 hours a day 365-year website except Non Profits. Non-Profits would be subject to a different pricing program and would need to be handled on a case by case basis. Non-Profits mostly do not qualify for the discount governments qualify for.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only requirement for members in Alaska, Hawaii and US Territories would be logistical shipping constraints the region would hold. For example, we currently provide members in Alaska chassis cabs with upfits and the member allows us to add the extra shipping cost, port cost and driver cost to load and unload there vehicles from port to port. This would be required if needed to be added to any quote in these regions.

Table 7: Marketing Plan

Line Item	Question	Response *
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32	<p>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>	<p>In addition to the Sample Marketing Flyers and Marketing Department Charts uploaded in the link "Marketing Plan/Samples"</p> <p>National Auto Fleet Group facilitates a variety of marketing strategies to promote our products and services to reach out to government entities.</p> <p>Our company encompasses mainly outbound marketing strategies to promote the Sourewell Government Vehicle Contract.</p> <p>Email Marketing: Part of our outbound strategy includes paid online marketing techniques such as the use of email campaign blasts. This process includes creation of multiple campaign flyers used to convey key messages to our targeted audience. Flyer messages consist of the types of vehicle contracts, brands sold, special discounts offered to first time buyers, holiday themed flyers, vehicles offered, new website features and many more.</p> <p>This method encourages potential customers to our website to explore our products and services. Campaigner email marketing service acts not only to send out emails but as a CRM database system to monitor, send and track effectiveness of emails. Our marketing team works continuously to gather emails from government entities though out the United States to compile a database of clientele.</p> <p>Event Marketing: This strategy has proven to be a successful avenue to generate leads and create lasting relationships. National Auto Fleet Group attends several trades shows per year to engage customers in person along with upsell opportunities. Meeting prospects face-to-face forms a lasting impression not available through other methods of selling.</p> <p>Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, CASBO throughout the United States.</p> <p>Relationship Marketing: This is utilized once a client is directed though our website though online methods. Once a potential client registers and becomes a member on our website, our sales team will personally reach out via phone or email to provide further assistance. The role of the sales team is to continue to support and empower clients and educate them on products and services offered. The team will go the extra mile for subscribers, prospects, and customers even after a sales transaction is completed.</p> <p>Our sales team has worked tirelessly to focus on providing outstanding customer support to create powerful rapport with our clients. By going above and beyond, we have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence to our clients. Their constant goal is to regularly assist clients and address any needs during the entire sales process. Striving to focus on solution selling vs. product selling develops into a mutually beneficial agreement for customers and the business.</p> <p>Referral/Word of mouth: This strategy ties into our outstanding relationship marketing to clients. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout entire selling process to encourage repeat business and referrals.</p> <p>Coming late summer of 2020, National Auto Fleet Group will be launching a NAFG Partner Website to increase the growth of our business. The website www.nafgpartner.com is expected to launch late summer/early fall of 2020. The site encourages body upfitting companies throughout the United States to partner up with us to become a preferred member. The benefits of becoming a preferred member is to have their business advertised on our site as well as referring any clients with upfitting needs to a local body company within their general vicinity. Our buyers from government agencies are encouraged to go on the site as well and look for local body upfitting companies they are interested in working with. To join our network, they are required to advertise NAFG and the Sourewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This creates a relationship that will generate increased sales from both the sides. We are still currently building the website and searching for body companies across the states that would be interested in partnering up with NAFG.</p> <p>Direct Marketing: Prior to the Covid-19 outbreak, our company was promoting direct marketing strategies by contacting local businesses and setting up in person meetings with our dedicated public relations representative. The role of our dedicated representative included in person meetings to discuss our products and services, present website features and to drop off sales contact information for further questions.</p>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media is a critical part in the way people communicate and connect with each other. LinkedIn offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to reach out to current and potential members through personalized messages. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, and Facebook company pages. The goal is to find and connect with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate more business. Time is also spent on reading posts from connections to observe any needs that National Auto Fleet Group may assist with. The marketing team also spends time researching government entities and prospects through their websites. In addition to looking for new clients, the marketing team will take time to sign up for e-newsletters from cities, counties, school districts and colleges. This will ensure that NAFG will understand needs of government entities and will utilize this information for future campaigns.</p> <p>Example: City of New York posted that they plan to replace current fleet with an all-electric fleet within the next 20 years. Email campaigns focusing on types of electrical vehicles provided by National Auto Fleet Group was sent.</p> <p>NAFG has recently introduced newly built live chat feature on our website. Visitors are prompt to chat with a live sales representative 24 hours a day, 7 days a week. This will ensure that clients that are interested have another avenue of reaching out in addition to emailing or telephone. Benefits of Live chat option include quicker response time to assist buyers for purchasing needs. Our live chat feature not only encourages sales but the value of the sale as well. Live chat benefits from understanding the immediate needs of the buyer and buyers can receive an immediate response not only from questions but recommendations for their needs.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Email is a big part of our lives and every government agency employee has an email address. Campaigner.com is the platform used for our email marketing. The goal of email marketing is to reach our target audience and personalizing email flyers with a responsive design. Videos and images are used and can be viewed from on a computer or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows us to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</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>Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the purchasing and procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts. Products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to bid. Sourcewell has done for bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Once a client receives a vehicle quote from our sales department, the role of the client is to submit a purchase order when ready.</p> <p>Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell well name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also be customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with all their vehicle purchasing needs. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments throughout the company.</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>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email or on the new live chat feature on the website.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat, or phone.</p> <p>If support is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures having an available representative to answer any questions if needed and to empower the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</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 participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at dealer cost.
37	Describe any technological advances that your proposed products or services offer.	Accomplishments by the Manufacturers like Ford Motor Company, General Motor's and MACK Truck serve the member automatically by having these models available through our proposal. As well as our inclusion of Motive Power Systems in our proposal. Motive Power Systems provides the member the ability to electrify their vehicle. We attached product information and pricing in the "Upfits Available" ZIP file in them "All 11 Manufacturer" ZIP file under additional documents.
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.	NAFG has Partnered with 400 Mayors Nationwide to create a US Mayor EV Drive Climate Initiative called the Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all technology predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.
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.	Within the same Motive Power PDF's located in the "Upfits Available" Zip File, you will find Motive's System's CARB Certification's (California Air Resource Board) for two engines offering along with there Ford Qualified Vehicle Modifier Certificate. All which help energy conversation and efficiencies.
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.	NAFG has provided as an attachment "Upfits Available" our partnership letter with Diversified Leasing. Diversified Leasing is a DVBE/SBE Company that has been in business since 2014. As a Disabled Veteran Business Enterprise Licensed in the Stat of California (#1792183) Diversified has offered there certification to be placed on any NAFG quote for a small admin fee which is fully displayed on there partnership letter attached.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Dedication, Hard Work not to be confused with efforts but with results. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.

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 *	
42	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 11 manufacturers offered in our proposal as an added attachment.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such as improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown, manufacturers would tow a member vehicle to there nearest warranty repair facility.	*
45	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 participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.	*
46	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 warranties are passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order has passed a certain point with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.	*
48	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 20, with a 10-day grace period.	*
50	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?	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "member Walk Through"	*
51	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 participating entities' purchase orders.	NAFG is structured in a manner where it can monitor most transactions preformed through our Sourcewell Contracts. NAFG has made the tracking of all orders a reasonably organized method to allow fast accurate quarterly reporting.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, up to \$ 2,500 per vehicle, any amount higher than \$ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.	*

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	NAFG is offering Line Item Discounts Off MSRP for 11 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Price Summary Page in the price file.
54	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.	NAFG Discount Range per Manufacturer is as follows: Ford Motor Company from 2.75% to 18.86% RAM FCA Company from 6.18% to 13.95% Chevrolet from 5.73% to 21.39% HINO from 14.36% to 19.24% ISUZU from 9.98% to 15.57% International from 2.01% to 39.33% Volvo from 23.79% to 24.19% Freightliner/ Western Star from 34.17% to 42.90% MACK from 16.97% to 31.95% Kenworth from 28.11 to 39.31% Peterbilt from 21.09% to 42.66% Upfits can be added at dealer invoice up to 10%, detailed in the price file.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 50 or more units for an additional discount quote.
56	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.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 10% mark-up if applicable.
57	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.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item requires special training or installation, these charges would be added as part of the upfit and included in the members quote.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized "Factory Destination Charge" which is displayed on all window stickers and on all trucks on a dealer's lot. This is not the destination charge that maybe charged to ship a chassis to and from an installer, these additional subsequent movements are all added freight charges and will displayed on the members quote.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We would never offer any other organization what we offer Sourcewell in volume pricing and offerings.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell.	We have created a member friendly easy to build online quoting system for members to use. Pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: F-450, F-550, F600 and like models = \$ 400 flat F-650 and above = \$ 700 flat Partner Deals (NAFG Partners with another dealer) = \$ 150 flat All other models F-250 and below = \$ 325 flat

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG is providing: 11 Manufacturers totaling above 1,284 makes, models and trims ranging from Class 3 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes, models and trims in each ZIP file under ZIP File "All 11 Manufacturers" representing a combined over 1,284 makes, models and trim combinations for members to choose from along with a subtitle "Upfits" detailed in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
70	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	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.	If awarded NAFG will keep track of the number of client quotes it processes which will be done via our website and easy to oversee and base this data month after month to see if our interest is growing at the expected rate we would expect.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Our manufacturers products are always striving to bring to market the latest green vehicles to accommodate the ever-increasing demand for eco friendly transportation.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Representing 11 manufacturers in our response, we are positive we represent the best of the best in chassis production and represent all strengths each manufacture has to offer.
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Telematics can be added to any quote for any member since each manufacturer offers some form of telematics, if not we can quote it as a separate upfit item.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. 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
	NA	
	NA	
	NA	
	NA	
	NA	
	NA	

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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 - Market Place Success and Financial Stability.zip - Sunday June 07, 2020 21:38:16
 - Marketing Plan/Samples - NAFG Marketing Plan.zip - Monday June 08, 2020 16:51:00
 - WMBE/MBE/SBE or Related Certificates - Insurance and Related Certificates.zip - Monday June 08, 2020 13:38:53
 - Warranty Information - Warranty Info for 11 Manufacturers.zip - Sunday June 07, 2020 19:30:07
 - Pricing - NAFG Price File for RFP 060920.zip - Monday June 08, 2020 16:09:06
 - Additional Document - ALL 11 MANUFACTURERS MODEL'S AND MEMBER WALK THROUGH'S.zip - Monday June 08, 2020 16:12:26

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ 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. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

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
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	—
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	—
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	—
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	—
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	—
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	—
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	—
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	—
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	—
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	—







AGENDA ACTION FORM

Authorize the Mayor to Execute a Notice of Approval Pursuant to Notice of Land Use Restrictions

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

Action Form No.: AF-155-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Mike Billingsley
 Presentation By: M. Billingsley

Recommendation:

Approve the resolution.

Executive Summary:

DB Excel would like to expand its footprint by 11,769 square feet located at 400 Clinchfield Street, which is located on property formally owned by Quebecor, which is subject to certain restrictions. This expansion will be on property the city purchased for that purpose in 2020. That deed is recorded in Book 3415 at page 1016 in the office of the Register of Deeds for Sullivan County in Blountville,

Prior to using the property for school purposes the city must receive approval of the use from the Tennessee Department of Environment and Conservation. The city has received that approval in the form a letter, a copy of which is attached. The city has to execute the letter, record it the office of the Register of Deeds for Sullivan County in Blountville, and send a copy of the recorded document to the Tennessee Department of Environment and Conservation.

When that is completed the school system will be able to use it for DB Excel.

Attachments:

1. Resolution
2. Letter from TDEC dated May 3, 2022

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: *zw*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
LETTER OF NOTICE OF APPROVAL PURSUANT TO NOTICE
OF LAND USE RESTRICTIONS ON PROPERTY FORMALLY
OWNED BY QUEBECOR

WHEREAS, DB Excel is operating on property formally owned by Quebecor, which is bound by certain environmental restrictions; and

WHEREAS, the school system would like to expand DB Excel's footprint by 11,769 square feet on property the city purchased for that purpose in 2020, and the deed was recorded in Book 3415 at page 1016 in the office of the Register of Deeds for Sullivan County in Blountville; and

WHEREAS, the city has received a letter regarding approval of the use of the property for DB Excel from the Tennessee Department of Environment and Conservation; and

WHEREAS, to effectuate the use of the property by the school system the letter must be executed by the city, recorded in the office of the Register of Deeds for Sullivan County in Blountville, and a copy of the recorded document sent to the Tennessee Department of Environment and Conservation.

Now therefore,

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

SECTION I. That the Letter of Approval from the Tennessee Department of Environment and Conservation dated May 3, 2022, permitting the use of property for the expansion of DB Excel, and which serves as the Notice of Approval Pursuant to Notice of Land Use Restrictions that must be recorded in the Register of Deeds for Sullivan County in Blountville, 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 Letter of Approval as the Notice of Approval be recorded in the Register of Deeds for Sullivan County in Blountville, and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the approval granted the Tennessee Department of Environment and Conservation and this resolution, to deliver the letter 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 letter and this resolution, said letter being as follows:

May 03, 2022

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Remediation, Knoxville Environmental Field Office 3711 Middlebrook Pike
Knoxville, Tennessee 37921

Chris McCartt, City Manager
City Hall Administration
415 Broad Street
Kingsport, Tennessee 37660-4265

RE: Expansion of the Dobbins-Bennett EXCEL Program at the Former Quebecor Printing Site, Kingsport, Sullivan County, Tennessee, TDEC-DoR Site No: SRS 82-0081

Dear Mr. McCartt:

The purpose of this letter is to issue the concurrence of the Tennessee Department of Environment and Conservation - Division of Remediation (TDEC-DoR) for the request of the Kingsport City Schools to expand the footprint of the Dobbins-Bennett EXCEL Program by approximately 11,769 square feet within the former Kingsport Press Building at this site. In accordance with the terms of the Notice of Land Use Restrictions for this site on file with the Sullivan County Register of Deeds (Book 2613, Page 0432), the City of Kingsport has provided the TDEC-DoR information that demonstrates that the proposed expansion of this educational program in this building will not pose a danger to public health, safety, or to the environment. Therefore, this expansion of the existing use is approved.

Additionally, once this Approval Letter has been filed with the Sullivan County Register of Deeds, please provide us with a copy as required in the Notice of Land Use Restrictions.

If you have any further questions or comments regarding this matter, or have further redevelopment plans at this site in the future, please contact me. I can be reached at the address on the letterhead, by telephone at 865-594-5482, or via e-mail at lee.barron@tn.gov.

William Lee Barron, CHMM TDEC-Division of Remediation
[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION 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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Renewing the Award of the Bid for School Crossing Guard Services & Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-152-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Deputy Chief J. Bellamy
 Presentation By: Chief Phipps

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on May 24, 2018 for the acquisition of school crossing guard services. The City's Invitation to Bid included a renewal option clause which allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. Cross Safe requested a consumer price index increase of 5.75% to give their staff a cost of living pay increase. It is the recommendation of the Police Department to extend the school crossing guard services with Cross Safe for an additional 12 month period.

Please see the attached documents.

Kingsport City Schools will transfer a specified amount annually. Funding is identified in the Police Department Budget Account # 110-3030-441-1010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo & Renewal Letters

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 AMENDING THE AGREEMENT FOR SCHOOL CROSSING GUARDS WITH CROSS SAFE AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on June 19, 2018, the board approved the bid award of crossing guards to Cross Safe for nine (9) crossing guards to Cross Safe and authorized the mayor to execute an agreement for the same; and

WHEREAS, the bid included a renewal option clause that allows the city to renew the award for an additional 12 month period, if costs are acceptable to both parties, with board approval; and

WHEREAS, staff recommends amending the agreement with Cross Safe to renew the award of bid for the period of 12 months, for fiscal year 2023, with a 5.75% cost of living price index increase; and

WHEREAS, funding is identified in the Police Department Budget Account # 110-3001-441-1010.

Now therefore,

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

SECTION I. That the amendment to the agreement renewing the award of bid for the school crossing guard services for nine (9) crossing guards with Cross Safe for an additional year, is approved, and the mayor is authorized and directed to execute the amendment and all documents necessary and proper to effectuate the purpose of the amendment or this resolution.

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment that do not substantially alter the material provisions of the amendment, 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 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 May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 24, 2018
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

SCHOOL CROSSING GUARD SERVICES		
VENDOR	COST PER CROSSING GUARD PER DAY	COMMENTS
Elite Manufacturing & Professional Services	\$43.10	
Cross Safe	\$43.90	
All City Management Services	\$49.98	
Spur Employment, Inc.	\$13.48*	*Based on one hour per day. Two hours per day would be \$26.96

The submitted bids will be evaluated and a recommendation made at a later date.



KINGSPORT POLICE DEPARTMENT

MEMORANDUM

TO: Nikisha Eichmann, Asst. Procurement Manager

FROM: Jason Bellamy, Deputy Chief

RE: School Crossing Guard Services

DATE: April 04, 2022

This memo is to inform you of our desire to renew our contract with Cross Safe for School Crossing Guard services for the 2022-2023 school year. Thus far, the services have exceeded expectations with very few complications or issues. Additionally, this service has continued to free up police officers, who were routinely tasked with this duty, so they may tend to more critical tasks like traffic control or answering citizen calls for assistance.

As you know, Mr. Haupricht of Cross Safe has made a request for a price increase to address cost of living increases. Kingsport City Schools and the police department are both agreeable to a 5.75% increase. That will result in a price increase that can be managed within our proposed budget for the upcoming fiscal year. Since this is a shared endeavor with the schools, we will be amending the MOU which addresses the manner in which the cost is shared and the amount of reimbursement.



PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com
ADDRESS 4900-B Old Pineville Road | Charlotte | North Carolina | 28217

March 30, 2022

Nikisha Eichmann
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

Dear Nikisha:

The following is a summary of the requested rate increase for crossing guard services for the City of Kingsport's 2022-2023 school year:

➤ Cost per crossing guard per day: \$46.22

Any further questions may be directed towards myself at the Charlotte number listed above.

Sincerely,

Brian A. Haupricht
President



AGENDA ACTION FORM

A Resolution Extending the Award of the Bid for School Nutrition Services Chicken Commodity Processing to Tyson Prepared Foods for FY 23 and Authorizing the Mayor to Sign All Documents Necessary and Proper for the Same

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

Action Form No.: AF-127-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: KCS Nutrition Services
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

The City for Kingsport City Schools entered into an agreement with Tyson Prepared Foods on July 1, 2020, for the term of July 1, 2020 through June 30, 2021, for the purchase of commodity chicken processed items to maintain a continuous supply of chicken items for Kingsport City Schools Nutrition Services. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City. Tyson Prepared Foods is satisfactorily meeting the terms of the agreement.

The Board of Education approved the execution of the amendment to the agreement on May 3, 2022. It is recommended that the board approves this amendment to renew the agreement with Tyson Prepared Foods in an amount estimated not to exceed \$65,000.00 for the term of July 1, 2022, to June 30, 2023. The estimated amount however is based upon the anticipated number of units required and the unit price shall in all things control.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. School Nutrition Services receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.

Attachments:

1. 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: *CM*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH TYSON PREPARED FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN AND BEEF PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on March 18, 2020, for Kingsport City Schools, the board approved an agreement with Tyson Prepared Foods to provide commodity chicken and beef processed items to the Kingsport City School Nutrition Services for the period of July 1, 2020, to June 30, 2021; and

WHEREAS, the agreement has the option to renew for an additional three years, in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, two annual renewal periods remain for each contract; and

WHEREAS, Tyson Prepared Foods is satisfactorily meeting the terms of the agreement; and

WHEREAS, the city desires to exercise the right to renew the agreement with Tyson Prepared Foods for the purchase of commodity chicken processed items used by School Nutrition Services from for the estimated total amount not to exceed \$65,000.00, based on the number of units anticipated though the unit price shall in all things control for the term of July 1, 2022, through June 30, 2023.

Now therefore,

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

SECTION I. That renewal of the agreement with Tyson Prepared Foods for commodity chicken and beef processed items for the Kingsport City School Nutrition Services for the extended period of July 1, 2022, through June 30, 2023, 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, an amendment to the agreement with Tyson Prepared Foods for the purchase of commodity chicken and beef items for the Kingsport City School Nutrition Services for the extended period of July 1, 2022, to June 30, 2023, in an amount estimated not to exceed \$65,000 based on the unit price, though the unit price shall in all things control, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement set out as follows:

ADDENDUM TO AGREEMENT
BETWEEN TYSON
AND CITY OF KINGSFORT, TENNESSEE FOR ITS KINGSFORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2020

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2022 to JUNE 30, 2023. The Contract will be awarded for a period of one (1) year with a renewal option providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in the correspondence dated March 3, 2022 and titled RE: Kingsport City School USDA Chicken Commodity Processing , and as set out and stipulated in the bid or proposal of said Contract, and the total cost of SIXTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of SIXTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, JUNE 30, 2023. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the City shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[Acknowledgements Deleted for Inclusion in 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 set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION 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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Extending the Award of the Bid for School Nutrition Services Produce Items to Crook Brothers for FY23 and Authorizing the Mayor to Sign all Documents Necessary and Proper for the Same

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

Action Form No.: AF-128-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: KCS Nutrition Services
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

The City for its Kingsport City Schools entered into an agreement with Crook Brothers on July 1, 2019, for the term of July 1, 2019 through June 30, 2020, to purchase produce items to maintain a continuous supply of produce for Kingsport City Schools Nutrition Services. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the city. Crook Brothers is satisfactorily meeting the terms of the agreement.

The Board of Education approved the execution of the amendment to the agreement on May 3, 2022. It is recommended that the board approves the amendment to renew an agreement with Crook Brothers in an amount estimated not to exceed \$175,000.00 for the term of July 1, 2022, to June 30, 2023. The estimated amount however is based upon the anticipated number of units required and the unit price shall in all things control.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. School Nutrition Services receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.

Attachments:

1. 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: *sw*

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE RENEWAL OF THE
CONTRACT WITH CROOK BROTHERS FOR PRODUCE ITEMS
FOR USE BY KINGSFORT SCHOOL NUTRITION SERVICES
AND AUTHORIZING THE MAYOR TO EXECUTE THE
AMENDMENT TO THE CONTRACT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AMENDMENT**

WHEREAS, on June 18, 2019 the board approved an agreement with Crook Brothers for the purchase of produce for use by Kingsport City Schools Nutrition Services; and

WHEREAS, the agreement included an option to renew for up to three additional years in one year increments, provided pricing and quality of services are acceptable to the city; and

WHEREAS, one annual renewal period remains; and

WHEREAS, Crook Brothers is satisfactorily meeting the terms of the agreement; and

WHEREAS, the city desires to exercise the right to renew the agreement thereby extending the term of the agreement for the period from July 1, 2022 through June 30, 2023 in an amount estimated not to exceed \$175,000.00 based on the number of units required, though the unit price shall in all things control.

Now therefore,

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

SECTION I. That the addendum to the agreement with Crook Brothers for produce for use by Kingsport City Schools Nutrition Services extending the agreement from July 1, 2022, to June 30, 2023, 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, an amendment to the agreement with Crook Brothers for the purchase of produce items for Kingsport City School Nutrition Services for the extended period of July 1, 2022, through June 30, 2023, in an amount estimated not to exceed \$175,000.00 based on the unit price, though the unit price shall in all things control, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said addendum being as follows:

**ADDENDUM TO AGREEMENT
BETWEEN CROOK BROTHERS
AND CITY OF KINGSFORT**

MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2022

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from July 1, 2022 to June 30, 2023. The Contract will be awarded for a period of one (1) year.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total

cost of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract. Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, June 30, 2023. If school has insufficient funds to pay at June 30, School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

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

SECTION 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 17th day of May, 2022

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service for Grocery and Beverage Items to Extend the Award of Bid for FY 23

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

Action Form No.: AF-129-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: KCS Nutrition Services
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

The City for its Kingsport City Schools entered into an agreement with Gordon Food Service on July 1, 2020, for the term of July 1, 2020 through June 30, 2021, to purchase grocery and beverage items to maintain a continuous supply for Kingsport City Schools Nutrition Services. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the city. Gordon Food Service is satisfactorily meeting the terms of the agreement.

The Board of Education approved the execution of the amendment to the agreement on May 3, 2022. It is recommended that the board extend the award of bid and approve an amendment to the agreement with Gordon Food Service in an amount estimated not to exceed \$1,350,000.00 for the term of July 1, 2022, to June 30, 2023. The estimated amount however is based upon the anticipated number of units required and the unit price shall in all things control.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. School Nutrition Services receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.

Attachments

1. Resolution
2. Amendment
3. Intent to Renew

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	—	—	—

RESOLUTION NO. _____

A RESOLUTION EXTENDING THE AWARD OF BID FOR SCHOOL NUTRITION GROCERY AND BEVERAGE ITEMS TO GORDON FOOD SERVICE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on July 1, 2020, the city entered into an agreement with Gordon Food Service to provide grocery and beverage items to Kingsport City School Nutrition Services for the period of July 1, 2022, to June 30, 2023; and

WHEREAS, the agreement included an option to renew for up to three additional years in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, two annual renewal periods remain under the contract; and

WHEREAS, Gordon Food Service is satisfactorily meeting the terms of an agreement; and

WHEREAS, the Board of Education approved the execution of the amendment to the agreement for an additional year on May 3, 2022; and

WHEREAS, it is recommended that the board exercise the option to renew the agreement with Gordon Food Service for grocery and beverage items for use by Kingsport School Nutrition Services for the anticipated total amount not to exceed \$175,000.00, based on the number of units, through the unit price shall in all things control, for the term of July 1, 2022, through June 30, 2023.

Now therefore,

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

SECTION I. That the extension of the award of bid for grocery and beverage items for Kingsport School Nutrition Services to Gordon Food Services for the period from July 1, 2022, through June 30, 2023, 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, an amendment to the agreement with Gordon Food Service for the purchase of grocery and beverage items for Kingsport City School Nutrition Services for the extended period of July 1, 2022, through June 30, 2023, in an amount anticipated not to exceed \$175,000.00, based on the expected number of units, though the unit price shall in all things control, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement as set out below:



4/15/2022

Kingsport City Schools Attn: Sandra Sloan
400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

Re: Renewal of Grocery and Beverage Items (the "Bid") Dear Sandra Sloan:

We greatly appreciate the opportunity we have had to service you under the Bid award during this school year. This letter is to inform you that the Gordon Food Service, Inc. ("GFS") would like to renew the Bid for the 2022/2023 school year as outlined in this letter. While GFS's desire to meet all of your pricing and service expectations is strong; GFS's offer to renew the Bid is expressly conditioned on the following:

- The attached Supplemental Terms and Conditions for Bid Proposals (the "Supplemental Terms") applying to the supply of goods for the 2022/2023 school year and any subsequent renewal.
- The prices for the 2022/2023 school year are subject to adjustment as outlined in the Supplemental Terms.
- The attached MFFS Ordering and Delivery Requirements shall apply to the supply of goods for the 2022/2023 school year and any subsequent renewal, notwithstanding anything to the contrary in the Bid, any contract or otherwise.

If the terms contained in this letter and the Supplemental Terms are acceptable, please sign, date and return a signed copy of this letter to me at your earliest opportunity. We greatly value our business partnership and your understanding and support.

Acknowledged and accepted by Kingsport City Schools:

[Acknowledgements Deleted for Inclusion in this Resolution]

SUPPLEMENTAL TERMS AND CONDITIONS FOR BID PROPOSALS

1. **Applicability.** These supplemental terms and conditions (collectively, the "**Terms**") are an integral part of Gordon Food Service, Inc.'s or any subsidiaries' ("**Gordon**") proposal (the "**Bid Proposal**") provided in response to a request for proposal or similar document or request (the "**RFP**") issued by a customer or a group purchasing organization or co-operative on behalf of itself and/or its members (each, a "**Customer**"). The Terms shall apply to all sales of goods and services (collectively, "**Products**") supplied from time to time by Gordon to any Customer in connection with the RFP and Bid Proposal and any resulting contract or otherwise.

2. **Contract Terms.** By awarding the Bid to Gordon or ordering Products from Gordon, each Customer agrees that the terms of the resulting contract will be governed by and construed in accordance with the terms and clarifications included in Gordon's Bid Proposal (including but not limited to these Terms), which will become part of the resulting contract (a "**Contract**"). The Contract will comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Notwithstanding anything to the contrary in the RFP or any purchase order or other document issued by any Customer, in the event of a conflict between or among the terms of the documents which comprise the Contract, the documents will control in the following order: the Bid Proposal, these Terms, and the RFP. Any purchase order or other document issued by any Customer containing any inconsistent or additional terms to the Contract is expressly rejected and does not serve to modify or amend these Terms or the Contract.

3. **Warranty.**

a. Gordon warrants to Customer that all Products (a) while in Gordon's possession or control, will be handled, stored and transported by Gordon in compliance with all applicable laws, regulations and other legal requirements, and (b) will not, while in Gordon's possession or control, become mislabeled or adulterated, due to the act or omission of Gordon or its employees or agents, so as not to comply with all applicable laws, regulations and other legal requirements. **GORDON EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM, USAGE IN TRADE, OR BY COURSE OF DEALING.**

b. Gordon does not manufacture any of the Products. The availability of Products does not indicate an affiliation with or endorsement of any Product or manufacturer. Gordon will assign to Customer all of its rights against the manufacturers and suppliers of the Products under the warranties (if any) which Gordon receives, to the extent the rights are assignable. Gordon shall provide reasonable support to Customer in the pursuit of any such warranty claims, provided that there is no additional cost to Gordon.

4. **Indemnification.** Subject to these Terms and in full replacement of any provisions in the RFP or otherwise relating to indemnification, Gordon will indemnify and defend Customer against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including reasonable attorneys' fees, that are sought by any third-party from Customer arising out of: (a) any negligent or more culpable act or omission of Gordon (including any reckless or willful misconduct) in connection with its performance of its obligations under the Contract; and (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Gordon (including any reckless or willful misconduct). The foregoing obligation to indemnify and defend will not apply to the extent such claim or corresponding losses arise out of or result from the negligence or more culpable act or omission of Customer or its employees or agents. This Section sets forth the entire liability and obligation of Gordon and the sole and exclusive remedy for the indemnified party for any damages covered under this Section.

5. **Limitation of Liability.** In no event shall Gordon be liable under the Contract or otherwise, to Customer or any other person or entity for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, including, but not limited to, attorneys' fees, lost profits or revenues or diminution in value, arising out of, relating to, or in connection with any breach of these Terms or the Contract, regardless of: (a) whether such damages were foreseeable, (b) whether or not Gordon was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

6. **Excusable Delays.** Gordon shall not be liable for delays or failure to perform due, directly or indirectly, to: (a) causes beyond Gordon's reasonable control, (b) shortage of utility, facility, material or labor, delay in transportation, breakdown, including mechanical, electrical or other equipment failure, or (c) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), terrorist acts, strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, disease, quarantine, pandemics, and epidemics). The parties acknowledge that, as of the date hereof, the parties are aware of, and have knowledge of the pandemic and global health crisis commonly known as COVID-19 ("**COVID**"). Despite their awareness or knowledge, the parties agree COVID and its effects could constitute events that could potentially excuse delay or non-performance under this section. The parties also waive any argument that COVID and its effects cannot constitute such events due to the parties' awareness or knowledge of COVID and its effects or that COVID and its effects were allegedly foreseeable.

7. **Firm Adjustable Pricing.** The prices of the Products included in the Bid Proposal are based on Product costs negotiated with vendors ("**Product Cost**") and other factors. Gordon negotiates Product Cost for extended periods of time in an effort to keep Product prices firm. However, extenuating circumstances may result in an unexpected price increase from the vendor or require Gordon to procure Product from an alternate source who may not honor the negotiated Product Cost. In addition, interruptions in the labor market and rapid inflation make it impossible for Gordon to tender a competitive mark-up on the Product Cost without significant risk of providing the Products at a loss due to future changes. Accordingly, and notwithstanding anything to the contrary in the RFP, Contract or otherwise, the Product prices contained in the Bid Proposal are offered conditionally on Gordon's ability to pass through increased costs or operational expenses as outlined in this section. Commencing on the date that Gordon's Bid Proposal or renewal proposal, as applicable, is submitted, the price of the Products will be recalculated and set by Gordon according to (a) the prevailing Product Cost every August, October, January and March

8. **COVID-19 Protocols.** Gordon will comply with the applicable requirements under the Occupational Health and Safety Administration's ("**OSHA**") COVID-19 Vaccination, Testing, and Face Coverings; Emergency Temporary Standard at 29 CFR 1910.501, to the extent and as long as it is in effect and has the force of law. This Contract for supplies/products, however, is not subject to (a) the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated as of September 9, 2021, including but not limited to any resulting administrative rulemaking, regulations, policies, or other guidance or publications (collectively, the "**EO**"), and (b) the requirements set forth in Medicare and Medicaid Programs; Omnibus COVID-19 Health Care Staff Vaccination, 86 Fed. Reg. 61,555 (Nov. 5, 2021) (the "**CMS Rule**" and, together with the EO, the "**Vaccination Requirements**"). Notwithstanding anything to the contrary in the RFP, Contract or otherwise, Gordon's Bid Proposal is expressly conditioned on the foregoing, and the Vaccination Requirements and any other requirement that Gordon vaccinate its employees are expressly rejected and do not serve to modify or amend these Terms or the Contract.

9. **Expedited Delivery.** Where available and upon Customer's election, small orders of Products may be made available for expedited delivery and fulfilled by Gordon's affiliate, Gordon Food Service Store LLC ("**Gordon Store**") using a Gordon Store delivery van and personnel. Any expedited delivery made by a Gordon Store delivery van will be subject to an expedited delivery fee added to

the price of the Products. The expedited delivery fee will be automatically added to the price of the Products at the time of order when this type of delivery is selected.

10. **No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than Customer.

11. **Minimum Delivery Amount.** Irrespective of the absence of any minimum order amount or any lesser minimum order amount specified in the RFP, Contract or otherwise, the minimum order amount to receive a delivery shall be \$750.00 per order.

12. **Policies and Procedures.** Gordon recognizes that Customer may have certain policies and procedures that are attached to the RFP, incorporated by reference in the RFP, or which Customer may otherwise request be acknowledged and accepted by Gordon in some other form or instrument (collectively, the "**Customer Policies**"). Gordon agrees to comply with such Customer Policies, but only to the extent that (a) Gordon has affirmatively agreed to comply with in writing, (b) the Customer Policies are limited to employee conduct or appearance while on Customer's premises and have been adequately disclosed in writing to Gordon's employees in advance; (c) the Customer Policies are consistent with the provisions contained in Section 8 of these Terms; (d) the Customer Policies are consistent with the terms and conditions contained in the Contract; (e) the Customer Policies are not contrary to and do not conflict with Gordon's own policies and procedures; and (f) the Customer Policies do not require Gordon to incur any additional costs or expenses other than what is already contemplated in its Bid Proposal for the distribution of the Products. Gordon will not be bound by any amendments, updates, or changes to the Customer Policies, unless Gordon has separately agreed in writing to comply.

13. **Substitutions; Cost Coverage.** If Gordon is required to provide a substitute for the original Product, Gordon will make commercially reasonable efforts to find a replacement Product that has generally comparable specifications and has a similar price. Notwithstanding anything to the contrary in the RFP, Contract or otherwise, the price of a substitute Product may be higher or lower than the price of the original Product. Should Gordon not be able to provide the original Product or provide an acceptable substitute Product, Customer may purchase such Product from another source for the period of time that Gordon is unable to provide the Product or an acceptable substitute. Gordon shall not be responsible for any difference in price of any Product purchased from another source or any substitute Product, or be liable for any costs, expenses, or losses incurred by Customer as a result of Gordon's inability to supply one or more Products, notwithstanding anything to the contrary in the RFP, Contract or otherwise.

14. **Taxes.** With the exception of any tax applied against Gordon's income, Customer shall be solely liable and shall indemnify Gordon for any tax, levy or other governmental obligation due or arising related to the sale of Products by Gordon to Customer or otherwise arising pursuant to the Contract.

15. **Renewals.** Any renewal or extension of the Contract term must be mutually agreed to by Gordon and Customer in a written instrument signed by both parties, notwithstanding anything to the contrary in the RFP, Contract or otherwise.

16. **Termination.** Gordon reserves the right to terminate the Contract for any or no reason by providing Customer ninety (90) days' written notice.

17. **Confidentiality.** Gordon shall have no confidentiality obligation to Customer for any information or documentation Gordon may obtain in the performance of its obligations under the Contract.

18. **Setoff.** Customer shall have no right of setoff against any sums due to Gordon under the Contract or otherwise.

19. **No Assignment.** Customer shall not assign its rights under the Contract without Gordon's prior written consent.

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

SECTION 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 17th day of May, 2022

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Accepting a Grant from Battelle Memorial Institute for Kingsport City Schools and Authorizing the Mayor to Sign All Documents Necessary and Proper for the Same

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

Action Form No.: AF-130-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

Battelle Memorial Institute has committed a \$25,000.00 grant to support Outdoor Learning Environments for Kingsport City Schools (district wide). The funding should be used to create school gardens, learning walks/trails, sensory gardens, and other outdoor learning opportunities for students. The grant cannot be used for other purposes.

Battelle is a non-profit organization that helps school systems close the gap in STEM programming to reach underserved students.

Attachments:

1. Resolution
2. Grant Agreement

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 ACCEPTING A GRANT FROM BATTELLE MEMORIAL INSTITUTE FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Battelle Memorial Institute, a not-for-profit organization, has committed a \$25,000 grant to Kingsport City Schools; and

WHEREAS, use of the grants funds is restricted to the creation of school gardens, learning walks/trails, sensory gardens, and other outdoor learning opportunities for students; and

WHEREAS, the Board of Education agreed to accept the grant on May 3, 2022.

Now therefore,

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

SECTION I. That the grant for the city from Battelle in the total amount of \$25,000 for the creation of outdoor learning environments is accepted.

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, all documents necessary and proper to receive grant funds from Battelle Memorial Institute for outdoor learning environments.

SECTION III. That the mayor is authorized and directed to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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 17th day of May, 2022

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



April 26, 2022

Brian Cinnamon
Chief Academic Officer - Secondary
Kingsport City Schools
400 Clinchfield St., Suite 200
Kingsport, TN 37660

GRANT AGREEMENT

This agreement sets forth the terms and conditions of a grant to
KINGSPORT CITY SCHOOLS

for the purposes of
OUTDOOR LEARNING ENVIRONMENTS

Dear Mr. Cinnamon:

We are pleased to inform you that Battelle approved a grant commitment of \$25,000 between Battelle Memorial Institute and the City of Kingsport for its Kingsport City Schools ("The Grantee") to support Outdoor Learning Environments district wide.

Battelle's Philanthropic Strategy

As a non-profit, Battelle reinvests every year in the communities where our employees live and work. Our grants help close gaps in STEM programming to reach underserved students. Because the next generation of STEM talent will be tasked with solving the world's most pressing issues, we're committed to fostering young learners and preparing them to be the leaders of tomorrow. Every year, Battelle supports organizations that create opportunities for students and educators to explore STEM careers of the future. Creating 1 million sparks for students to engage in STEM includes supporting great learning opportunities outside of the classroom at museums, libraries, zoos, and with other creative partners. Battelle strives to fund opportunities that advance the field of education.

Kingsport City Schools

Kingsport City Schools is comprised of 13 schools, including a Pre-K, eight elementary schools, two middle schools, one high school, a high school program of choice, and an alternative learning program: with total enrollment over 7,700 students.

Program Impact

Kingsport City Schools will partner with Battelle to support outdoor learning spaces for all the schools in the district. The funding will be utilized to create school gardens, learning walks/trails, sensory gardens, and other outdoor learning opportunities for KCS students. Research has shown that outdoor learning can have huge benefits on student mental health and academic performance. This is in direct alignment with KCS whole-child initiative.

Guidelines and Conditions

This grant is subject to the following guidelines:

- This grant is designated for support of The Grantee's program as described above and may not be used for other purposes without written consent from Battelle
- No grants from Battelle will be provided for material services that have restrictions inconsistent with public access. This grant restriction requirement also flows down to any sub-grantees of The Grantee. Therefore, developers and contributors that are involved with proprietary material, whether generated prior to or during the work, must take their own independent actions to legally protect these materials prior to their receipt of funding support from The Grantee (e.g., copyright, trademark, patent, etc.).
- If The Grantee is unable to carry out this work due to a business shutdown, bankruptcy, legal matter that interrupts your services, loss of key personnel or capability, or other material issues that impact your operations relating to this grant, you must notify Battelle immediately of these circumstances. If the circumstances are not temporary, Battelle will work with The Grantee to find satisfactory alternatives for continuing this investment within six months. This could include authorizing transfer of all unexpended restricted funds to another qualifying organization to continue the delivery of grant services to the extent practical.

Reporting Requirements

The Grantee agrees to complete a semiannual Student Impact Report that reports cumulative student impact data throughout the life of the program funded by Battelle. The report is required when due, regardless of student impact activity. The Student Impact Report template will be provided by Battelle Philanthropy.

Program Reporting Period	Report Due Date
Inception through October 31, 2022	November 15, 2022
Inception through April 30, 2023	Final Report Due May 15, 2023

Media Requirements

Battelle is proud to be associated with and support the work of its grantees. When we enter into a grant agreement with a non-profit organization, we become partners – both working toward a mutual goal. Battelle believes that the impact of many grants can be enhanced through strategic communication, drawing positive attention to our partners, their work, and our community. The goal of these communications guidelines is to increase awareness of the work being done within our community. When communicating about your project, such communications should focus on your organization and those that benefit from your receipt of funding. Battelle should not be the focus of your strategic communications, but we are proud to be associated with projects that we fund. The following guidelines are intended to assist you in communicating your grant from Battelle.

Publicity

The Grantee agrees to publicize their award on their website, social media platforms, and through local media channels. Grantees are expected to submit a plan to publicize the award local media within 30 days of the beginning of funded project activities including when the press release will be issued, usually within 30 days. Ongoing media updates are encouraged for the duration of your funding period, including updates on milestones, events, and accomplishments. Because each project is unique, Battelle will work with you to customize a plan for initial and ongoing publicity for your project.

Media Updates

It is the responsibility of The Grantee to alert Battelle to all media created around your project. Below are communication expectations for various media types:

Organization Website:	Email a direct link to website content containing a reference to your funded project.
Social Media:	Tag Battelle in social media post containing a reference and announcement of your funded project
Online Media:	Email a direct link to media pieces containing a reference to your funded project

Project Photos

Battelle requests The Grantee to take photos whenever grant-related activities occur to help us tell the story of your good work. Photos should be emailed with a short summary of the work completed to evansrob@battelle.org within 30 days of the work occurring. Please send only photos that your organization has permission to release to the public. By providing a photo, you are releasing it for public use/publication and Battelle assumes you have obtained correct permissions.

Properly Referencing Battelle

Our name:	Please use Battelle, not Battelle Memorial Institute.
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Our logo: Grant recipients may receive an electronic version of our logo upon request. Please do not alter the color, font, or graphics used in the logo.

Our description: The following description of Battelle can be used in media materials. This description should not be altered in any way:

"Every day, the people of Battelle apply science and technology to solving what matters most. At major technology centers and national laboratories around the world, Battelle conducts research and development, designs and manufactures products, and delivers critical services for government and commercial customers. Headquartered in Columbus, Ohio since its founding in 1929, Battelle serves the national security, health and life sciences, and energy and environmental industries. For more information, visit www.battelle.org."

Consideration for Future Funding

Beyond the grant funding communicated in this letter, there is no guarantee of future funding. Leslie Vesha (vesha@battelle.org), Philanthropy Manager, will serve as a primary liaison for Battelle. Thank you for your support of Battelle's mission in education.

By signing the bottom of this page, you accept the guidelines and work as described.

Best Regards,



Wesley Hall
Vice President, Philanthropy and Education
Battelle

WH/lv

CC: Brian Cinnamon, Ed.D., Chief Academic officer - Secondary

Guidelines Understood and Accepted

**City of Kingsport, Tennessee for its
Kingsport City Schools**

Patrick W. Shull, Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

A Resolution Accepting a Grant from Eastman Foundation for Kingsport City Schools

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

Action Form No.: AF-144-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

Eastman Foundation has approved a \$10,000.00 grant to support the Family Resource Center and Homeless Education Program for Kingsport City Schools. The grant cannot be used for other purposes.

The Board of Education approved the acceptance of the grant at the May 3rd board meeting.

Attachments:

1. Resolution
2. Grant Agreement

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: *me*

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT FROM EASTMAN
FOUNDATION FOR KINGSPORT CITY SCHOOLS

WHEREAS, Eastman Foundation has approved a \$10,000 grant to Kingsport City Schools; and

WHEREAS, these grant funds shall be used to support the Family Resource Center and Homeless Education Program; and

WHEREAS, the funding cannot be used for other purposes; and

WHEREAS, the Board of Education agreed to accept the grant on May 3, 2022.

Now therefore,

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

SECTION I. That the grant to the city on behalf of its Kingsport City Schools from the Eastman Foundation in the total amount of \$10,000 is accepted.

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, all documents necessary and proper to receive grant funds from the Eastman Foundation to support the Family Resource Center and Homeless Education Program.

SECTION III. That the mayor is authorized and directed to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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 17th day of May, 2022

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

EASTMAN FOUNDATION

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April 26, 2022

City of Kingsport for its Kingsport City Schools
400 Clinchfield Street
Suite 200
Kingsport, TN 37660

Re: Application for Funding from Eastman Foundation/Terms and Conditions of Funding

The Board of Directors of Eastman Foundation (the "Foundation") is pleased to inform you that it has approved the grant described below (the "Grant"):

**Name of organization
("Grantee"):**

City of Kingsport for its Kingsport City Schools

Amount:

\$ 10,000 USD

**Grant will be used for
("Purpose"):**

To support Family Resource Center and Homeless Education Program.

This award letter and Attachment A hereto state the terms and conditions applicable to this Grant. **Please read this award letter and the attached terms and conditions carefully. You must return a signed copy of this letter to the Foundation within two weeks of the date of this letter or the Foundation may revoke the Grant without further notice.** We will initiate payment of the Grant after we receive your signed copy of this letter.

Upon signature of this letter or acceptance of funds from the Foundation, whichever occurs earlier, these documents will together constitute a legally binding contract between Grantee and the Foundation.

Congratulations on this recognition of your important efforts. We look forward to working with you.

Sincerely,



Paula Bulcao
Eastman Director, Eastman Foundation

EASTMAN FOUNDATION

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The undersigned certify that they are duly elected and authorized officers of the Grantee and are authorized to accept this Grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Grant, and in connection with this Grant to make, execute and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other documentation of any kind.

Accepted by Grantee:

Grantee Name:

Name of Authorized Signatory:

Title of Authorized Signatory:

Date:

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

ATTACHMENT A

GENERAL TERMS AND CONDITIONS OF GRANT

The award letter describing the Grant and these General Terms and Conditions of Grant together constitute a legally binding contract between Grantee and the Foundation (the "Agreement"). The Grant is conditional upon Grantee's acceptance of and compliance with the conditions set forth in this Agreement:

1. **Expenditure of Grant Funds:** The Grant (together with any income earned upon investment of Grant funds) is made solely for the Purpose stated in the award letter and may not be expended for any other purpose. Grantee shall submit a written request to the Foundation in advance if it wishes to change the Purpose of the Grant. Grantee shall not expend Grant funds for any political or lobbying activity.
2. **Grant Period:** Grantee shall use the Grant funds within one year of the date of the award letter. Grantee shall notify the Foundation immediately if it knows or reasonably believes the Grant will not be utilized within the prescribed one-year period. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the end of the Grant period shall be immediately returned to the Foundation.
3. **Tax-Exempt and Non-Profit Status:** Grantee represents that: (a) it is a non-profit organization entitled to tax-exempt status under the Internal Revenue Code and will submit proof of its tax-exempt status to the Foundation with a signed copy of this Agreement; (b) its tax-exempt status has not changed since the issuance of the IRS determination letter provided to the Foundation; (c) there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to Grantee's tax-exempt status. Grantee shall immediately notify the Foundation if there is any change in Grantee's tax-exempt or non-profit status.
4. **Records and Reporting:** Grantee shall maintain a record of all receipts and expenditures relating to this Grant and shall provide the Foundation with a written report summarizing its use of the Grant funds every six months through the end of the Grant period. All reports should describe Grantee's progress in achieving the purposes of the Grant and include a detailed accounting of the expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by the Foundation. Grantee shall provide the Foundation with copies of its financial statements and any audit reports. Grantee shall maintain the financial records with respect to this Grant, along with copies of any reports submitted to the Foundation, for at least four years following the year in which all Grant funds are fully expended.
5. **Audit or Evaluation:** Grantee shall permit the Foundation and its representatives, at its request, reasonable access during regular business hours to Grantee's files, records, accounts, and personnel for the purpose of performing such financial audits, verifications or program evaluations as the Foundation deems necessary or appropriate concerning this Grant.
6. **Publicity:** Grantee shall provide the Foundation an opportunity to review and approve the text of any proposed publicity concerning this Grant prior to its release. The Foundation may include information regarding this Grant, including the amount and purpose of the Grant, any photographs Grantee may have provided, Grantee's logo or trademark, or other information or materials about Grantee and its activities, in the Foundation's periodic public reports, newsletters, and news releases.
7. **Right to Modify or Revoke Grant:** The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in the Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this Grant; (2) to protect the purpose and objectives of the Grant, the reputation or activities of the Foundation; or (3) to comply with the requirements of any applicable law or regulation.
8. **Assignment:** Grantee shall not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from the Foundation.
9. **Governing Law and Venue:** This Agreement shall be governed by and interpreted under the laws of the State of Tennessee.

EASTMAN FOUNDATION

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10. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the Foundation's support for the Grantee, funding of the Grantee's activities, and the relationship between the parties, replacing all previous agreements about any or all of these issues. If the Foundation does not receive a signed copy of this Agreement within 14 days of the date of the award letter, the Foundation may revoke the Grant.



AGENDA ACTION FORM

A Resolution Extending the Award of the Bid for School Nutrition Services Chicken Commodity Processing to Gold Creek Foods for FY 23 and Authorizing the Mayor to Sign All Documents Necessary and Proper for the Same

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

Action Form No.: AF-153-2022
Work Session: May 16, 2022
First Reading: N/A

Final Adoption: May 17, 2022
Staff Work By: KCS Nutrition Services
Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

The City for Kingsport City Schools entered into an agreement with Gold Creek Foods on July 1, 2020, for the term of July 1, 2020 through June 30, 2021, for the purchase of commodity chicken processed items to maintain a continuous supply of chicken items for Kingsport City Schools Nutrition Services. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City. Gold Creek Foods is satisfactorily meeting the terms of the agreement.

The Board of Education approved the execution of the amendment to the agreement on May 3, 2022. It is recommended that the board approve this amendment to renew the agreement with Gold Creek Foods for the not to exceed agreement amount of \$65,000.00 for the term of July 1, 2022, to June 30, 2023.

All expenditures from this contract is fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. School Nutrition Services receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.

Attachments:

1. Resolution
2. Amendment

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 RENEWAL OF THE CONTRACT WITH GOLD CREEK FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on March 18, 2020, for Kingsport City Schools, the board approved an agreement with Gold Creek Foods to provide commodity chicken processed items to the Kingsport City School Nutrition Services for the period of July 1, 2020, to June 30, 2021; and

WHEREAS, the agreement has the option to renew for an additional three years, in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, two annual renewal periods remain; and

WHEREAS, Gold Creek Foods is satisfactorily meeting the terms of the agreement; and

WHEREAS, the city desires to exercise the right to renew the agreement with Gold Creek Foods for the purchase of commodity chicken processed items used by School Nutrition Services from for the estimated total amount not to exceed \$65,000.00 for the term of July 1, 2022, through June 30, 2023.

Now therefore,

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

SECTION I. That renewal of the agreement with Gold Creek Foods for commodity chicken processed items for the Kingsport City School Nutrition Services for the extended period of July 1, 2022, through June 30, 2023, 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, an amendment to the agreement with Gold Creek Foods for the purchase of commodity chicken items for the Kingsport City School Nutrition Services for the extended period of July 1, 2022, to June 30, 2023, at a not to exceed amount of \$65,000, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement set out as follows:

**ADDENDUM TO AGREEMENT
BETWEEN GOLD CREEK FOODS
AND CITY OF KINGSFORT, TENNESSEE FOR ITS KINGSFORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2020**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2022 to JUNE 30, 2023. The Contract will be awarded for a period of one (1) year with a renewal option providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in Gold Creek Intent to Renew dated February 23, 2022, with the subject "City of Kingsport School Nutrition Program Renewal for Commodity Chicken Processing for SY 22/23", and as set out and stipulated in the bid or proposal of said Contract, and the total cost of SIXTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of SIXTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract. Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, JUNE 30, 2023. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company. The balance of the monthly payment owed by the City shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[Acknowledgements Deleted for Inclusion in 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 set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION 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 17th day of May, 2022

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection

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

Action Form No.: AF-140-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Staff
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Since 2007, the City of Kingsport has provided garbage collection service to the town of Mt. Carmel. The City of Kingsport proposes to extend that service through a one-year contract with Mt. Carmel that includes a 2.4% increase. This contract currently brings a monthly revenue of \$13,594.00, and a yearly revenue of \$163,128.00. The new rate would bring in a monthly revenue of \$13,920.00, and a yearly rate of \$167,040.00. The contract covers garbage collection service only.

Attachments:

1. Resolution

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: *2w*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL
AUTOMATED GARBAGE COLLECTION SERVICES TO THE
TOWN OF MOUNT CARMEL, TENNESSEE

WHEREAS, the city would like to enter into an inter-local cooperation agreement with the Town of Mount Carmel to provide residential automated garbage collection for the town: and,

WHEREAS, the contract brings a monthly revenue of \$13,920.00, and a yearly revenue of \$167,040.00 and the contract covers garbage collection service only.

Now therefore,

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

SECTION I. That the Interlocal Agreement between the city and the Town of Mount Carmel for residential automated garbage collection 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, an Inter-Local Agreement for residential automated garbage collection to serve the Town of Mount Carmel, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:.

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the ____ day of _____, 2022, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$13,920.00 dollars, which is \$6.40 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.

2. The initial term of this Agreement will commence on _____, 2022 and end on _____, 2023.

3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.

4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical

storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Reuse herein. Only the Carts supplied by Kingsport will be used for this collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.

7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.

8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.

9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.

11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$6.375 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 229-9451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of

specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive

Kingsport, Tennessee 37660

423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart – A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site – A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage – Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer – An occupant of a Residential Unit who generates Refuse.

Refuse – This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse – All Garbage generated by a Producer at a Residential Unit.

Residential Unit – A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling or an apartment complex whether of single or multi-level construction, consisting of six or

less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish – Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste - Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

[Acknowledgements Deleted for Inclusion in 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 set out herein that do not substantially alter the material provisions of the amendment, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

ADOPTED this the 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library

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

Action Form No.: AF-145-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Chris Markley
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Staff recommends the board approve the renewal of the public library service agreement. This is an annual agreement which makes the Library eligible to receive, from the State Library through the Holston River Regional Library (a Multi-county regional system) which provides the Kingsport Public Library:

- Professional and technical assistance to library staff and boards valued @ \$30,000.00
- Annual funds, which over the past 20 years have purchased approximately 27% of our total print collection
- Downloadable ebook, eAudio, and magazines available through Overdrive purchased with State/Regional funds and online reference resources/databases valued @ \$1,700,000.00
- Statewide courier service valued @ \$10,000.00
- Access to direct library grants, received \$21,390.00 ARPA Grant in FY21-22
- Access to State Construction Grant

Attachments:

1. Resolution

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 THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2022-2023

WHEREAS, the city is eligible to receive fiscal year 2022-2023 Tennessee State Library and Archives funding for books, online resources and professional training, use of the courier service, the automation system, and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives.

Now therefore,

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

SECTION I. That a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system, and internet service through the Holston River Regional Library System for fiscal year 2022-2023 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, a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2021-2022, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

PUBLIC LIBRARY SERVICE AGREEMENT

Holston River Sullivan County

FY 2022 – 2023

Charles A. Sherrill

State Librarian and Archivist

The Public Library Board of Trustees will:

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including, but not limited to:
 - The Public Library Maintenance of Effort Agreement
 - The Public Library Service Agreement
 - The Official Public Library Service Area Population Agreement
 - Official Library Board Appointment form
 - The Public Library Statistics Survey (Data Collection)
 - Tennessee Non-Metropolitan Public Library Standards Survey
 - Board of Trustees minutes and other reports made to the County and/or City governing body
 - A Long-range Plan for Library Services and Technology

3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 5 of this document. (T.C.A. 10-3-102)
 4. Ensure compliance with the Public Library Maintenance of Effort agreement and this Public Library Service Agreement.
 5. Maintain a schedule of service hours which best meets the needs of the residents and which will not fall below the level set in the preceding year. (T.C.A. 10-3-102) Note: Unduplicated branch hours are included in the service hours provided system-wide.
 6. Follow all local, state and federal laws and regulations, including, but not limited to, display, provision and transmission of the mail-in or online Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993) Display posters and provide written material, provided by the Tennessee Division of Elections, educating the public regarding election law changes such as photo identification requirements.
 7. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as it may deem proper. (T.C.A. 10-3-107)
 8. Adopt written board bylaws and library usage policies and provide copies to the Regional Library. Bylaws should be reviewed/revised every 3 years and usage policies every other year. (*Tennessee Standards for Public Libraries 2018: Governance 3-8*)
 9. Follow Open Meetings Law, including adequate public notices (T.C.A. 8-44-103), minutes properly recorded and distributed (T.C.A. 8-44-104). All meetings, including committee meetings, must be open to the public.
 10. Include Regional Director, or regional designee, in all board meetings as a non-voting participant and provide information related to the meetings in a timely manner, including but not limited to library and board official acts.
 11. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives, including but not limited to Trustee Workshops and the Tennessee Trustee Certification Program.
 12. Require participation of library staff in and reporting of a minimum number of hours of annual training. Training may include a combination of face-to-face and online training.
 - a. Administrative staff: Library directors and administration will receive a minimum of 25 contact hours of library related training annually, of which at least 20 hours will be regionally or state sponsored.
 - b. Paid staff working 20 hours or more: Staff working 20 hours or more per week will receive a minimum of 10 contact hours of library related training annually, of which at least 5 hours are regionally or state sponsored.
 - c. Paid staff working 19 hours or less per week will receive a minimum of 5 hours of library related training annually, of which at least 2 hours are regionally or state sponsored.
 13. Provide complete and correct MARC records compatible with the statewide catalog database (ShareIT), which facilitates the statewide interlibrary loan program.
- The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:*

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Public Libraries, 2018

Responsibilities of the State Library and Its Regional Libraries

Subject to availability of resources, the State will: Provide assistance to County and City officials and library board(s) in developing a unified system of public library service for all residents of the county.

1. Provide professional library consultant services to local public library boards and staff, which may include, but not be limited to:
 - Planning and Development
 - Personnel Management
 - Policy Development
 - Recruitment and Hiring of Library Directors
 - Collection Management
 - Grant Preparation Guidance
 - Automation Guidance
 - Facilities Management and Construction Guidance
2. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include, but not be limited to:
 - Materials Acquisitions

- Original Cataloging
 - Data Collection and Analysis
 - Computer Hardware/Software Problem Resolutions
 - Shared ILS Problem Resolutions
3. Allocate and monitor State funds for a collection of library materials on indefinite loan.
 4. Facilitate access to R.E.A.D.S. (Regional eBook and Audiobook Download System) and/or other digital resources provided by the regional library system.
 5. Provide an annual summer reading program workshop and selected library participant materials for promotion and implementation.
 6. Purchase and maintain a collection of print and online professional materials to support the improvement of library and management skills of local public library boards and staff.
 7. Supply statistical information and data pertaining to the operation and use of the library.
 8. Offer training specific to public library trustees, including, but not limited to, the annual Tennessee Trustee Workshops and the Tennessee Trustee Certification program.
 9. Offer a minimum of 30 contact hours of workshops and training for library boards and staff.

Training may include in-services, workshops, roundtables, or online training.

[Acknowledgements Deleted for Inclusion in this Resolution]

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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 13th Annual World's Largest Swim Lesson

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

Action Form No.: AF-150-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Wendy Terrazas
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Staff recommends the mayor be authorized to execute the host agreement for the World's Largest Swim Lesson. Each June, the World Waterpark Association holds the World's Largest Swim Lesson (WLSL). It is a national event in which simultaneous swim lessons are held across the nation to build awareness about the vital importance of teaching children to swim to help prevent drowning which is the second leading cause of unintended injury related deaths for 1-14 year olds.

The Kingsport Aquatic Center has historically partaken in this national event and which helps to promote our year-round swim lesson offerings. There is no cost for participants to participate in this event. The Aquatic Center will also be recognized on the World's Largest Swim Lesson website for participating.

There is no cost for the Kingsport Aquatic Center to participate in the WLSL.

Attachments:

1. Resolution
2. Agreement

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 APPROVING A HOST FACILITY AGREEMENT
WITH THE WORLD WATERPARK ASSOCIATION FOR THE 13TH
ANNUAL WORLD'S LARGEST SWIM LESSON AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, each June, the World Waterpark Association holds the World's Largest Swim Lesson (WLSL), a national event in which simultaneous swim lessons are held across the nation to build awareness about the vital importance of teaching children to swim to help prevent drowning which is the second leading cause of unintended injury related deaths for 1-14 year olds; and

WHEREAS, the Kingsport Aquatic Center has historically partaken in this national event which helps to promote our year-round swim lesson offerings, and the Aquatic Center will be recognized on the World's Largest Swim Lesson website for participating; and

WHEREAS, there is no cost for the Kingsport Aquatic Center to participate in the WLSL.

Now therefore,

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

SECTION I. That the host agreement with World Waterpark Association for the World's Largest Swim Lesson (WLSL), 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 World Waterpark Association for the World's Largest Swim Lesson (WLSL), to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

World's Largest Swimming Lesson Host Facility Liability and Publicity Release

Aquatic Facility Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____ **Main Phone:** _____ **Direct**

Phone: _____ **Facility Representative (Name):** _____ **Title:** _____ **By**

registering to participate in this event, our facility acknowledges that:

1. American Red Cross (ARC), Amusement Today, Aquatics International, Association of Aquatic Professionals (AOAP), Australasian Leisure Management, Australian Swim Schools Association, Blooloo, Centers For Disease Control & Prevention, Colin's Hope, CPSC's Pool Safety, INATI, International Federation of Swimming Teachers' Associations (IFSTA), Jeff Ellis & Associates, Lifeguards Without Borders, Metodologia Gustavo Borges, National Aquatic Safety Company (NASCO), National Drowning Prevention Alliance (NDPA), National Recreation & Park Association (NRPA), Neptune Splash Radio, Park World Magazine, Pinch-A-Penny, Pool & Hot Tub Alliance, Safe Kids Worldwide, STA, Starfish Aquatics Institute, StarGuard ELITE, Stop Drowning Now, Swim Australia, The Redwoods Group, United States Swim School Association, Water Safety Products, World Waterpark Association (WWA), and others who may be added later and are posted on the World's Largest Swimming Lesson website, including all National Level Supporting Organizations,

State Level Supporting Organizations and Media Partners, have joined together to act as Presenting Organizations for the World's Largest Swimming Lesson (WLSL), which will occur at numerous facilities on June 23, 2022.

The Presenting Organizations have not inspected or tested any of the host facilities and will not be present at the facilities during or prior to the WLSL Lesson. The design, construction, operation and maintenance of the facilities and the instruction and supervision of all facility staff, participants and their parents or guardians in attendance shall be the sole responsibility of each facility as per local, state and federal pool and spa regulations and no Presenting Organization or their parents, partners, stockholders, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, licensees, ("Releasees"), and all others associated with the development and execution of this event shall be liable for the safety of any employees, instructors, participants or their parents and guardians or for any acts or omissions on the part of any facility in connection with this event. This provision shall be applicable to the extent permitted by Tennessee law.

2. By participating in the WLSL event, I hereby give Releasees full permission and authority to use, publish and display our facility, employees and local WLSL event attendee names, voices, photographs or other likeness in connection with this event and any events that are scheduled in connection therewith including, without limitation, for advertising, publicity and trade purposes in any and all media worldwide in perpetuity without any additional compensation payable.

[Acknowledgements Deleted for Inclusion in 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 set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION 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 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant

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

Action Form No.: AF-136-2022
 Work Session: May 16, 2022
 First Reading: N/A

Final Adoption: May 17, 2022
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the resolution.

Executive Summary:

The Bulletproof Vest Partnership (BVP) created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The Office of Justice Programs Bureau of Justice Assistance (BJA) administers the Bulletproof Vest Program.

The police department budgets for and purchases vests each year as they are replaced due to expiration, wear and tear, or as new officers are hired. This grant program provides reimbursement to law enforcement agencies at up to 50% of their total vest expenditures for vest purchases for the next two years. This application requests grant funds in the amount of \$7,035.00. The actual amount approved may be slightly more or less.

Attachments:

1. Resolution

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, *201*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS’ BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

WHEREAS, the city, through the Kingsport Police Department, desires to apply for a grant through the Department of Justice – Office of Justice Programs’ Bureau of Justice Assistance, which will provide funds to assist with the acquisition of bulletproof vests; and

WHEREAS, these grant funds will reimburse the city up to fifty percent (50%) of its total vest expenditures for vest purchases for the next two years; and

WHEREAS, this application requests grant funds in the amount of \$7,035.00, although the actual amount approved may be slightly more or less.

Now therefore,

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

SECTION I. That the application for, and if awarded receipt of, the Department of Justice – Office of Justice Programs’ Bureau of Justice Assistance Bulletproof vest partnership reimbursement grant is hereby 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, all documents necessary and proper to apply for and receive grant funds from the Department of Justice – Office of Justice Bureau of Justice Assistance for the Bulletproof Vest Partnership Reimbursement Grant.

SECTION III. That the mayor is authorized and directed to execute any and all documents including those necessary and proper to demonstrate the city’s compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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 public.

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

ADOPTED this the 17th day of May, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY