



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN WORK SESSION**

**Monday, October 17, 2022, 4:30 p.m.  
City Hall, 415 Broad St., Boardroom, 3<sup>rd</sup> Floor**

#### **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  
Bart Rowlett, City Attorney  
Lisa Winkle, City Recorder/Treasurer  
Tyra Copas, Human Resources Director  
John Morris, Budget Director  
Floyd Bailey, Chief Information Officer

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Dale Phipps, Police Chief  
Scott Boyd, Fire Chief  
Adrienne Batara, Public Relations Director  
John Rose, Economic Development Director

1. Call to Order
2. Roll Call
3. Redevelopment District Overview – Steven Bower
4. Adjourn

**Next Work Session, Tues., Nov. 1, 2022, 4pm: Neighborhood Commission Update**



# City of Kingsport

October 18, 2022

## Project Status in Pictures

### 1 Tribe Athletic Complex

Crews are busy with repainting the interior spaces and the gym.

### 3 Tribe Athletic Complex

The entrance will soon be ADA compliant with a new walkway and ramp.

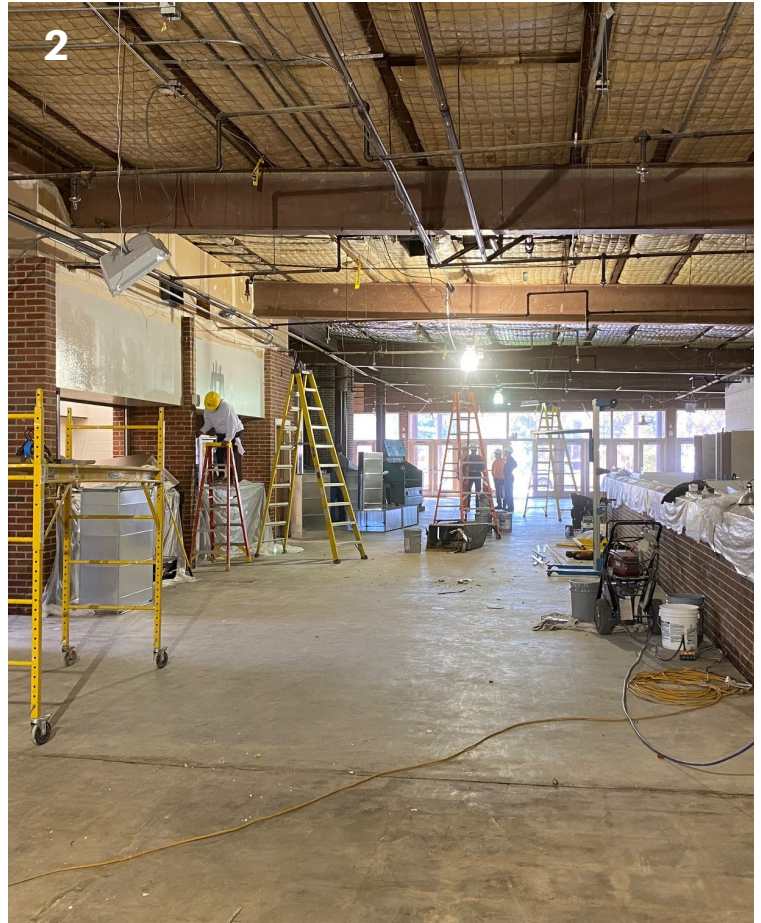


### 2 Tribe Athletic Complex

Conduit work is taking place, along with preparation work for installing new HVAC system.

### 4 Tribe Athletic Complex

The scoreboards and new bleachers have been installed. New court flooring will be installed soon.





# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$38,000,000.00	Chad Austin	<b>Reedy Creek Trunk Line (Lovedale to John B Dennis)</b>	Replacement and upgrade of the sewer trunkline along the Reedy Creek corridor from Lovedale Dr to John B Dennis Highway. Project will be completed in multiple phases to be determined during the design process.	12/31/2030	Received proposal from Barge Design Services for final design of entire trunkline. Determining funding source.
\$17,610,480.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	BMA approved awarding to Summers-Taylor and the contract documents have been executed. Another public hearing was held June 28th to re-engage the owners, tenants and public.
\$13,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT expects to have a Public Hearing Summer 2022.
\$11,185,000.00	Tom Hensley	<b>Wastewater Storage Facility</b>	Storage facility required to equalize flows into the plant during heavy rain events, thereby decreasing overflows. Tank will be located alongside the plant.	5/31/2023	Met with design team to determine data needs. Final design due in May 2023.
\$6,400,000.00	Niki Ensor	<b>WTP High Service Improvements</b>	Improvements to WTP high service pump station to improve reliability and redundancy. Improvements include addition of 4th high service pump, new electrical building, and ancillary work (pipe connections, valves and flow metering).		Working on EDA grant documentation
\$4,000,000.00	Michael Thompson	<b>Brickyard Park Bicycle-Pedestrian Bridge</b>	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	The TDOT requested addition of an historical/architectural assessment has been completed and submitted 4-21-22 to TDOT for review by the Cultural Resources Section.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	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	Project status meeting with Mattern & Craig scheduled for 9/26/2022.
\$3,000,000.00	Chad Austin	<b>FY23 Sewer Collection System Upgrades</b>	Upgrade of sewer collection system to include internal lining of trunkline along Garden Dr and several areas throughout the system.	12/29/2023	Project currently under design with Engineering Division
\$3,000,000.00	Chad Austin	<b>Sullivan County ARP Water Upgrades</b>	Upgrade of waterlines in Lakecrest area of Colonial Heights, areas off HWY 36 in the Midway area, and along Gravelly Rd and Thomas Addition. This is funded by ARP funds granted to Sullivan County. They are proposing using \$2.3M in their funding and the c	11/30/2023	Funding proposal going to County Commission for approval in October.

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\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	11/1/2022	Notice to Proceed with Right-of-Way Phase issued 7/28/2022.
\$2,300,000.00	Chad Austin	<b>FY23 Water Meter Installation</b>	Installation of 10,000 AMI water meters. After this project we will have 27,000 of 37,000 meters upgraded to full AMI (remote read meters).	6/30/2023	Bid advertised on 9/11/22, pre-bid conference 9/27, bid opening 10/6
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	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.
\$2,000,000.00	Tom Hensley	<b>Pendragon Sewer Lift Station Upgrade</b>	Upgrade of the Pendragon Sewer Lift Station. Lift station was built in the 1950s and has reached the end of its useful life.	12/31/2023	Lift Station currently in preliminary design and data collection phase.
\$1,311,841.00	Niki Ensor	<b>SLS Rehab and Replacement</b>	Rehabilitation of SLS # 108 (Oak Glen Drive). Replacement of SLS #307 (Cooks Valley) and #308 (Lakeside Drive).	3/31/2023	Contractor working at Oak Glen Pump Station
\$1,300,000.00	Niki Ensor	<b>Water Intake Screen Replacement</b>	Replacement of the traveling water screens at the WTP intake. The three traveling water screens prevent debris from river from entering the raw water tunnel. Number of screens replaced will depend on bids and available funding.		Working on ARC grant environmental review
\$1,200,000.00	Chad Austin	<b>Washington Co Water Task Force - waterline extension</b>	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.	8/31/2023	Plans are complete. Awaiting funding from Washington County.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	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	Design Underway.
\$952,601.98	Kitty Frazier	<b>Riverbend Park - Phase 1</b>		11/23/2022	The majority of the trail is ready for rock subgrade placement. Site work continues at the dock/boardwalk area.
\$912,400.00	Michael Borders	<b>MeadowView Roof Replacement</b>	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center	12/31/2022	Infrared analysis has been completed. Cranes are on site and demolition and reroofing is beginning.
\$850,000.00	Chad Austin	<b>ETSU @ Valleybrook Farm sewer extension</b>	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.	3/31/2023	Bid opening will be Sept. 28, 2022
\$393,285.00	Tom Hensley	<b>WWTP Digester Cleaning</b>	Two Wastewater plant 75' digesters were last cleaned in 2004. Grit and solids have built up in these two tanks and causing problems pumping sludge from tanks to the dewatering centrifuges.	12/30/2022	Merrell Bros. provided update, projected start date early December 2022.



Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	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
\$300,000.00	Chad Austin	<b>Reservoir Road Culvert Replacement</b>	Replacement of deteriorating 42" CMP culvert under Reservoir Road.	4/30/2023	Bid advertisement 10/2/22, Pre-bid Conference 10/12, Bid Opening 10/20
	Borders, Michael	<b>Collar Replacement</b>	Collar replacement for all 18 holes at Cattails at Meadowview		One bid was received at re-bid opening. Staff and Meadowview Golf are reviewing the submission.
	Chad Austin	<b>Stormwater Master Plan</b>	Develop overall Stormwater Program Master Plan to determine where we should be focusing our stormwater efforts to make the most impact		Developing RFQ to bring in consultant using ARP funding
	Chris Campbell	<b>KATS Maintenance Facility Phase 2</b>	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Concrete Curb and gutter placing continues; Mezzanine stairs installed.
	Chris Markley	<b>Archives Move and Demo</b>	Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library.	10/31/2022	Currently waiting on art racks to arrive and be installed.
	Kitty Frazier	<b>Bike Park at Brickyard</b>	New Bike Park in the vicinity of the new Skate Park.		Project was advertised for bid on September 25. Pre-bid meeting will be October 11 at 10am, with bid opening on 10/25/22.
	Kristie Leonard	<b>Farmer's Market Upgrades</b>	Cosmetic and ventilation updates to the Farmer's Market Building		Design plans are currently being created by engineers.
	Megan Krager	<b>Bays Mountain Park Nature Center Balcony</b>	Renovation and Repairs of the Nature Center Balcony at Bays Mountain Park		One Bid was received from Inland Construction - recommendation for bid from Inland Construction to be accepted sent.
	Michael Borders	<b>Bays Mountain Park Amphitheater</b>	Construction of new amphitheater at Bays Mountain		Staff are evaluating AV equipment proposal.
	Michael Borders	<b>Bays Mountain Park Nature Center Renovations- Phase 1</b>	Renovations to the Nature Center at BMP.		Current estimated completion date is April 30, 2023 at an estimated cost of \$1,000,000.
	Tom Hensley	<b>WWTP Motor Control Center 6 Upgrade</b>	Upgrade of Motor Control Center 6 at the Wastewater Treatment Plant		30% design documents received from consultant

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## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

### **BUSINESS MEETING**

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City Hall, 415 Broad St., Boardroom, 3<sup>rd</sup> Floor**

#### **Board of Mayor and Aldermen**

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John Morris, Budget Director  
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Dale Phipps, Police Chief  
Scott Boyd, Fire Chief  
Adrienne Batara, Public Relations Director  
John Rose, Economic Development Director

#### **I. CALL TO ORDER**

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

#### **Addition II.B. INVOCATION – Alderman Phillips**

#### **III. ROLL CALL**

#### **IV.A RECOGNITIONS & PRESENTATIONS**

**Correction 1. UTHS College of Dentistry Kingsport Facility Update – Dr. James C. Ragain, Jr.**

#### **IV.B APPOINTMENTS**

1. Appointments to the Board of Zoning Appeals (AF:297-2022) (Mayor Shull)
  - Appointments

2. Appointments to the Demolition by Neglect Committee (AF:298-2022) (Mayor Shull)
  - Appointments

**V. APPROVAL OF MINUTES**

1. Work Session – October 3, 2022
2. Business Meeting – October 4, 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. Approve the Tennessee Commission on Aging Grant and Appropriate the Funds (AF:311-2022) (Michael Borders)
  - Resolution
  - Ordinance – First Reading
2. Amend the FY 2023 the General Purpose School Fund and the General Project Fund Budgets (AF:323-2022) (David Frye)
  - Ordinance – First Reading
3. Amend the FY 2023 the School Special Projects Fund Budget (AF:324-2022) (David Frye)
  - Ordinance – First Reading
4. Budget Adjustment Ordinance for Various Funds in FY23 (AF:308-2022) (Chris McCartt)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Amend Zoning of 910 Wilcox Court Located Along S. Wilcox Drive and Wilcox Court from the M-1, Light Manufacturing District to the B-3, Highway Oriented Business District (AF:296-2022) (Ken Weems)
  - Ordinance – Second Reading & Final Adoption
2. Abandoning a Stormwater Easement located at 1117, 1121, 1125, & 1129 Tay Station (AF:259-2022) (Savannah Garland)
  - Ordinance – Second Reading & Final Adoption



3. Enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 22-23 (AF:294-2022) (Candace Sherer)
  - Ordinance – Second Reading & Final Adoption
4. Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY '23 Grant (AF:292-2022) (Dale Phipps)
  - Ordinance – Second Reading & Final Adoption
5. Budget Ordinance to Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY '23 Coordinator Grant (AF:293-2022) (Dale Phipps)
  - Ordinance – Second Reading & Final Adoption
6. Budget Adjustment Ordinance for Various Funds in FY23 (AF:307-2022) (Chris McCartt)
  - Ordinance – Second Reading & Final Adoption
7. Appropriate \$7,035.00 from the USDOJ/Office of Justice Programs, FY '22 Bulletproof Vest Partnership Funding (AF:310-2022) (Chief Phipps)
  - Ordinance – Second Reading & Final Adoption
8. Appropriate \$26,137.00 from the Department of Justice, Office of Justice Program's FY '22 Edward Byrne Memorial Justice Assistance Grant Program (AF:312-2022) (Chief Phipps)
  - Ordinance – Second Reading & Final Adoption

**D. OTHER BUSINESS**

1. Authorizing the City Manager to Issue a Purchase Order to FL Smidth for Repair of Wastewater Plant Centrifuge (AF:319-2022) (Ryan McReynolds)
  - Resolution
2. Award Purchase for One (1) Freightliner Articulating Brush Loader Utilizing Sourcewell Cooperative Purchasing Agreement (AF:321-2022) (Ryan McReynolds/Steve Leonard)
  - Resolution
3. Award Purchase of One (1) CAT 420 Backhoe from the Tennessee State Contract (AF:322-2022) (Ryan McReynolds/Steve Leonard)
  - Resolution
4. Award Purchase for One (1) Pierce Mid Mount 100' Ladder Truck Utilizing Sourcewell Cooperative Purchasing Agreement (AF:325-2022) (Scott Boyd/Steve Leonard)
  - Resolution
5. Utilize American Rescue Plan Act Funds to Enter into an Agreement with Cain Rash West for Construction Documents for the Kingsport Public Library (AF: 299-2022) (Michael Borders)
  - Resolution

Revised 10/18/22

Revised  
10/18/22

6. Amendment Two to the Riverbend Park Redevelopment Agreement with KHRA for Development of Riverbend Park (AF:320-2022) (Michael Borders)
  - Resolution
7. Approving an Amendment to the Redevelopment Plan for Kingsport by Amending the Downtown Redevelopment District Boundary (AF:300-2022) (Chris McCartt/Jessica Harmon)
  - Resolution
8. A Resolution Approving a Lease Agreement with the Tennessee Board of Regents on behalf of its Tennessee College of Applied Technology at Elizabethton (AF:238-2022) (Chris McCartt)
  - Resolution
9. Consideration of a Resolution Authorizing the Mayor to Sign a Memorandum of Understanding with the University of Tennessee College of Health Sciences, East Tennessee State University, and Ballad Health to Establish a Dental Clinic in the City of Kingsport (AF:328-2022) (Chris McCartt)
  - 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. Reject the Bid for the Bays Mountain Fox Habitat Project (AF:314-2022) (Michael Borders)
  - Resolution
2. Enter into the Statewide Contract with SchoolKit, LLC for the Purchase of Math Implementation Support for Kingsport City Schools (AF:295-2022) (David Frye)
  - Resolution
3. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF:315-2022) (Angie Marshall)
  - Certificates
4. Execute an Agreement between Sullivan County Emergency Medical Services (SCEMS) and the City of Kingsport (AF:285-2022) (Terry Arnold)
  - Resolution
5. Transfer the Improvement Building to the Industrial Development Board of the City of Kingsport (AF:316-2022) (Chris McCartt)
  - Resolution

Revised 10/18/22

## **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**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, October 3, 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 Darrell Duncan  
Alderman Paul Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips (*arrived after roll call*)

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

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** by City Recorder Winkle.
3. **ETSU COLLEGE OF NURSING AT ALLANDALE.** Dr. Leann Horsley and Ann Godfrey gave a presentation on this item, noting they are looking to expand the current program in Kingsport. This project will include both additional classrooms in phase one and a dedicated simulation space in phase two. Ms. Godfrey stated more than two million dollars needs to be raised to make this a reality and asked the board for help in making connections to further the fundraising process. Dr. Horsley confirmed discussion with the architect will begin in November with a completion date of phase one at the end of 2023. There was some discussion as they answered questions from the board regarding the program.

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, October 4, 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 Paul Montgomery
Alderman Betsy Cooper	Alderman Tommy Olterman
Alderman Darrell Duncan	Alderman James Phillips

City Administration

Chris McCartt, City Manager  
Bart Rowlett, 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:** Michael Borders.

**II.B. INVOCATION:** Alderman Cooper.

**III.A. ROLL CALL:** By City Recorder Winkle. All Present.

**IV.A. RECOGNITIONS AND PRESENTATIONS.**

1. Murphy Snoderly Award – B. K. Addington (Vice Mayor George).
2. Times-News Readers' Choice Awards for Carousel – Jay Church (Alderman Phillips)

**IV.B. APPOINTMENTS/REAPPOINTMENTS**

**1. Appointment to the Kingsport Housing and Redevelopment Authority**  
(AF: 291-2022) (Mayor Shull).

Motion/Second: George/Duncan, to approve:

APPOINTMENT OF MR. GREG PERDUE TO FULFILL THE UNEXPIRED TERM OF LARRY ESTEPP ON THE **KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY** EFFECTIVE IMMEDIATELY AND EXPIRING ON APRIL 30, 2024.

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 4, 2022**

**V. APPROVAL OF MINUTES.**

Motion/Second: Olterman/Cooper, to approve minutes for the following meetings:

- A. September 12, 2022 Regular Work Session
- B. September 13, 2022 Regular Business Meeting
- C. September 16, 2022 Called Business Meeting

Approved: All present voting “aye.”

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.**

**1. Amend Zoning of 910 Wilcox Court Located Along South Wilcox Drive and Wilcox Court from M-1, Light Manufacturing District to B-3, Highway Oriented Business District (AF: 296-2022) (Ken Weems).**

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

Motion/Second: George/Philips, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG WILCOX COURT FROM THE M-1 DISTRICT TO THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 13<sup>TH</sup> 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.”

**2. Abandon a Stormwater Easement Located at 1117, 1121, 1125 and 1129 Tay Station (AF: 259-2022) (Savannah Garland).**

**PUBLIC COMMENT ON ITEM VI.A.2.** None.

Motion/Second: Phillips/Duncan, to pass:

AN ORDINANCE TO ABANDON A SECTION OF A STORMWATER SEWER EASEMENT LOCATED OFF OF TAY STATION SITUATED IN THE CITY OF KINGSFORT, TWELFTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**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.



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 4, 2022**

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. A Resolution and Budget Ordinance to Enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY22-23 (AF: 294-2022) (Candace Sherer).**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2023-076** A RESOLUTION APPROVING A REIMBURSEMENT GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2022-2023; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting "aye."

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AMEND URBAN MASS TRANSIT CAPITAL/GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Appropriate \$44,000.00 from the Tennessee Highway Safety Office (THSO) FY23 Grant (AF: 292-2022) (Chief Phipps).**

Motion/Second: Duncan/Olterman, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Appropriate \$20,000.00 from the Tennessee Highway Safety Office (THSO) FY23 Coordinator Grant (AF: 293-2022) (Chief Phipps).**

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Budget Adjustment for Various Funds in FY23 (AF: 307-2022) (Chris McCartt).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 4, 2022**

Motion/Second: Philips/Montgomery, to pass:

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Appropriate \$7,035.00 from the USDOJ Office of Justice Programs, FY22 Bulletproof Vest Partnership Funding (AF: 310-2022) (Chief Phipps).**

Motion/Second: Montgomery/Phillips, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**6. Appropriate \$26,137.00 from the Department of Justice, Office of Justice Program FY22 Edward Byrne Memorial Justice Assistance Grant Program (AF: 312-2022) (Chief Phipps).**

Motion/Second: Montgomery/George, to pass:

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Amend Zoning of Tax Map 022, Parcel 036.10 and a Portion of Parcel 036.06 Located Along University Boulevard from R-3, Low Density Apartment District and B-3, Highway Oriented Business District to R-4, Medium Density Apartment District (AF: 270-2022) (Ken Weems).**

Motion/Second: Duncan/Cooper, to pass:

**ORDINANCE NO. 7043**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG UNIVERSITY BOULEVARD FROM THE R-3 AND B-3 DISTRICTS TO THE R-4, MEDIUM DENSITY APARTMENT DISTRICT IN THE 1ST CIVIL DISTRICT OF HAWKINS COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Budget Adjustment for the Sewer Fund in FY23 (AF: 242-2022) (Chris McCartt).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 4, 2022**

Motion/Second: George/Montgomery, to pass:

**ORDINANCE NO. 7044**, AN ORDINANCE TO AMEND THE SEWER FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Utilize Omnia Partners Contract #R192005 for Maintenance, Repair and Operations (MRO) Supplies and Equipment (AF: 301-2022) (Ryan McReynolds/Steve Leonard).**

Motion/Second: George/Olterman, to pass:

**Resolution No. 2023-077**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS WITH LAWSON PRODUCTS FOR VARIOUS MAINTENANCE, REPAIR AND OPERATION SUPPLIES AND EQUIPMENT UTILIZING OMNIA PARTNERS CONTRACT #R192005

Passed: All present voting “aye.”

**2. Authorize the Mayor to Execute a Subrecipient Agreement with Fannie Mae Dobbins Transitional Housing for an Award of the American Rescue Plan Act Funds (AF: 289-2022) (Jessica McMurray)**

Motion/Second: Montgomery/Olterman, to pass:

**Resolution No. 2023-078**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT AGREEMENT WITH THE FANNIE MAE DOBBINS TRANSITIONAL HOUSING PROJECT FOR AN AWARD OF AMERICAN RESCUE PLAN ACT FUNDS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**3. Partner with Holston Business Development Center to Assist in the Development of the Proposed 160-Acre Industrial Park at Holston Army Ammunition Plant (AF: 313-2022) (Chris McCartt)**

Motion/Second: Montgomery/Duncan, to pass:

**Resolution No. 2023-079**, A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION TO HOLSTON BUSINESS GROUP D/B/A HOLSTON BUSINESS DEVELOPMENT CENTER IN SUPPORT OF THE DEVELOPMENT OF THE PROPOSED 160 ACRE INDUSTRIAL PARK AT HOLSTON ARMY AMMUNITION PLANT

Passed: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 4, 2022**

**4. Authorize the Mayor to Execute an Annual Review of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives for Services via the Holston River Regional Library (AF: 303-2022) (Michael Borders).**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2023-080**, A RESOLUTION APPROVING THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE SAME TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2022-2023

Passed: All present voting "aye."

**5. Purchase Four (4) Ford Maverick FWD's from the Tennessee State Contract (AF: 305-2022) (Ryan McReynolds/Steve Leonard).**

Motion/Second: Phillips/Olterman, to pass:

**Resolution No. 2023-081**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO LONNIE COBB FORD UTILIZING TENNESSEE STATE CONTRACT #72347 FOR FOUR FORD MAVERICK TRUCKS FOR USE BY THE WATER/ WASTE WATER DEPARTMENT

Passed: All present voting "aye."

**6. Purchase Two (2) Ford Maverick AWD's from the Tennessee State Contract (AF: 306-2022) (Ryan McReynolds/Steve Leonard).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2023-082**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO LONNIE COBB FORD UTILIZING TENNESSEE STATE CONTRACT #72347 FOR TWO FORD MAVERICK ALL - WHEEL DRIVE TRUCKS FOR USE BY BUILDING DEPARTMENT AND CODE ENFORCEMENT

Passed: All present voting "aye."

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

Motion/Second: George/Olterman, to adopt:

**1. Renewal of Inter-Local Agreement with the 2<sup>nd</sup> Judicial Drug Task Drug Task Force (AF: 278-2022) (Chief Phipps).**

**Resolution No. 2023-083**, A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE 2ND JUDICIAL DISTRICT DRUG TASK FORCE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 4, 2022**

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

**2. Ratify an Application for a “Driver Training” Matching Grant Program from Public Entities Partners (AF: 309-2022) (Bart Rowlett).**

**Resolution No. 2023-084, A RESOLUTION TO RATIFY AN APPLICATION FOR A DRIVER TRAINING GRANT FROM PUBLIC ENTITIES PARTNERS**

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

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.**

- Contracting Emergency Shoring for the Buck Van Huss Dome. Mr. McCartt requested this item be spread upon the minutes and provided details, noting this emergency purchase was authorized out of an abundance of caution.
- The City Manager also noted the efforts of management to address new hires about once a month. He also recognized the awardees from earlier in the meeting.

**B. MAYOR AND BOARD MEMBERS.** Alderman Duncan stated the Farmers Market Fall Festival was coming up and stated the Mortality Room Halloween show at Lamplight would open this weekend and run the rest of the month. He also commented on a Habitat for Humanity ceremony last night celebrating a home being paid off. Alderman Cooper mentioned the Hop and Shop this Thursday night and also promoted the DKA Wine and Whiskey festival as well as the upcoming National Night Out. Lastly she commented on the Christmas in Kingsport event and invited citizens to sponsor trees in the park. Alderman Montgomery provided details on a recent Farm to Table event sponsored by HOPE. He also thanked Dr. Moorhouse for his service and wished him well. Alderman Phillips stated there was a survey on the city’s website from the Communications Department to determine the best way to get the news out, encouraging citizens to participate. Alderman Olterman reminded citizens to come support the DB football team. Vice-Mayor George stated Halloween was coming up and promoted the DKA event downtown on the 29<sup>th</sup>. She also commented on the recent hurricane in Florida, stating hearts go out to those affected. Mayor Shull pointed out Halloween was on a Monday and although there were events during the weekend trick-or-treating would still be on the 31<sup>st</sup>. He further noted the city manager would have 25 years of service on Thursday.

**C. VISITORS.** Sam Compton commented on the roads.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, October 4, 2022**

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:10 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, October 3, 2022**

**4. REVIEW OF AGENDA ITEMS ON THE OCTOBER 4, 2022 REGULAR BUSINESS MEETING AGENDA.** City staff gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.D.3 Partner with Holston Business Development Center to Assist in the Development of the Proposed 160-Acre Industrial Park at Holston Army Ammunition Plant (AF: 313-2022).** City Manager McCartt discussed the many opportunities available for this project and pointed out Hawkins County already voted unanimously in favor of this. Economic Development Director Rose provided further details and answered questions. He stated only 18 acres of this development is in the city but the property utilized city services.

**VIII.A Contracting Emergency Shoring for the Buck Van Huss Dome.** Mr. McCartt noted action had already been taken for precautionary measures but this item would need to be spread across the minutes for the business meeting. City Attorney Rowlett confirmed a vote on this item was not required tomorrow night.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:15 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### Appointments to the Board of Zoning Appeals

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

Action Form No.: AF-297-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Ken Weems  
 Presentation By: Mayor Shull

### Recommendation:

Approve appointments.

### Executive Summary:

It is recommended to reappoint Tracey Childress Cleek and Joe White to the Board of Zoning Appeals. If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates.

Terms are three years with no term limit. The board is comprised of five members who are residents of the city and may also serve on the Planning Commission.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	12/31/24	4	KPT Resident
Tracey Childress Cleek	12/31/22	1	KPT Resident
Joe White	12/31/22	1	KPT Resident
Calvin Clifton	12/31/23	2	KPT Resident
Wesley Combs	12/31/23	Fulfilling an unexpired term	KPT Resident

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	12/31/24	4	KPT Resident
Tracey Childress Cleek	12/31/25	2	KPT Resident
Joe White	12/31/25	2	KPT Resident
Calvin Clifton	12/31/23	2	KPT Resident
Wesley Combs	12/31/23	Fulfilling an unexpired term	KPT Resident

### Attachments:

- Tracey Childress Cleek Bio
- Joe White Bio

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



### **Tracey Childress Cleek**

Tracey Childress Cleek is a seasoned, customer-oriented professional who joined AEP-Appalachian Power in Kingsport, Tennessee in 2006. She serves as a Work Scheduling Coordinator in the Resource Planning Organization. Also, until June 2019, along with her husband, she co-owned L.E. Clark's Grocery & Deli, a third generation family business that was located in Kingsport.

After graduating from East Tennessee State University with a Bachelor of Business Administration in Marketing, Tracey began her career in retail management. She spend several years doing this and was the recipient of many regional sales awards. In 1995, Tracey decided to join her husband in his family's business and strengthen her entrepreneurial skills. She successfully developed marketing plans, created and organized a catering branch for the business, streamlined accounting practices, and developed their website and social media presence.

Tracey is also a very active community volunteer. She has served in leadership roles for Junior League of Kingsport, Andrew Johnson Elementary PTA, Dobyns Bennett Band Boosters, Kingsport Ballet, Kingsport Theater Guild, Shepherd Center, and First Presbyterian Church. She was a member of the Leadership Kingsport Class of 2000, has completed the Kingsport Police Citizen Academy and has served Fun Fest as concert coordinator and sponsor representative for AEP. She is also a member of SWVA/NETN WINUP. Tracey was recognized in 2018 with membership in ETSU's Distinguished President's Trust for her dedicated contributions to the university. Tracey currently serves with East Tennessee State University Alumni, Colonial Heights Presbyterian Church care shepherd committee, and Speedway Children's Charity annual auction. She also is a passionate supporter of St Jude Children's Research Hospital.

Tracey enjoys entertaining friends and family, traveling every chance she gets, attending plays, reading great books, and making quilts.

Tracey and her husband, Scott, reside in Kingsport. They have one daughter, Lucy, who resides in Maryville, Tennessee.

## Joseph C. "Joe" White

Joe White is a life-long resident of Northeast Tennessee. He is the son of the late J. Blaine and Mary C. White. Joe and his family, for two generations before him, have been active participants in the development and improvement of our City and the area. Educated in the Kingsport City Schools, he graduated from Dobyns-Bennett High School in 1977 and East Tennessee State University in 1981.

Prior to his Real Estate Career, Joe worked as a Field Representative for the U. S. House of Representatives in the offices of Congressman James H. Quillen for 22 years. "Helping people navigate through government red tape and bureaucracy has been very helpful to me in the Real Estate Industry."

Joe is a lifelong member of Mountain View United Methodist Church, a former long-time member and officer in the Kingsport Jaycees. He is an active worker at the polls as an election official assisting voters during early voting and on election day.

Joe has been active in the real estate industry since 1994. He is a REALTOR® with Town and Country Realty in Kingsport. He has earned the designation of Graduate, REALTOR® Institute (GRI), and the Certified Residential Specialist (CRS) designation from the Council of Residential Specialists.

Joe has consistently been a top producer and award winning agent during his tenure with Town and Country Realty. He is active in both Residential and Commercial real estate and is a member of the National Association of REALTORS® (NAR), the Tennessee Association of REALTORS® (TAR), and the Northeast Tennessee Association of REALTORS® (NETAR).

When taking a break from real estate, Joe enjoys boating, fishing, golf and UT and UNC football.

I am deeply appreciative for the opportunities I have had to promote Kingsport and the area and look forward to continued involvement in the ever evolving improvement of the City.



## AGENDA ACTION FORM

### Appointments to the Demolition by Neglect Committee

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

Action Form No.: AF-298-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Ken Weems, Savannah Garland  
 Presentation By: Mayor Shull

### Recommendation:

Approve appointments.

### Executive Summary:

It is recommended to reappoint Megan Allphin and to appoint Chip Millican to the Demolition by Neglect Committee. If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates.

Terms are three years with no term limit. The committee is comprised of three members: the City's Building Official (Keith Bruner), a Historic Zoning Commission member, and a licensed engineer familiar with structural engineering, if applicable.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Megan Allphin	11/5/22	1	Engineer
Liza Harmon	11/5/22	4	HZC Rep.

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Megan Allphin	11/5/25	2	Engineer
Chip Millican	11/5/25	1	HZC Rep.

### Attachments:

1. Megan Allphin Bio
2. Chip Millican Bio

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



Megan D. Allphin  
515 Lazy Lane  
Kingsport, TN 37663

[mdallphin@matternandcraig.com](mailto:mdallphin@matternandcraig.com)  
423-245-4970

Megan Allphin is a Civil Engineer with Mattern & Craig looking to better serve our community. She has experience serving as a project engineer for several projects with experience in various areas of transportation engineering including preliminary engineering report, roadway safety audit reports, roadway geometric design, traffic impact studies, stream relocations, utility relocations, storm drainage design and specialized training in erosion prevention and sediment control.



**Chip Millican**  
**Eastman**  
**Account Manager, Coatings & Inks**  
**423-229-4719**

Chip and his wife, Angie, are both originally from Cleveland TN and moved to Kingsport after graduating from the University of Tennessee in 1995. Chip's 26yr career with Eastman began in Engineering, and after 10yrs and several roles in Manufacturing at the Kingsport site, he moved to commercial roles including strategy, procurement, sales (current), and business management.

Angie worked as an RN for many years including roles at Holston Valley Medical Center and Cardiovascular Associates. In 2018, she completed a master's degree in Nursing from ETSU and now is a Nurse Practitioner at HMG's Occupational Medicine and Urgent Care practices.

Chip and Angie have four daughters: Ruby graduated from UT and works as an engineer at Proctor and Gamble in Greensboro, NC; Emma graduated from UT and works at Eastman as a supply planner; Maggie is a student at UT; and Josie is student at TTU.

Chip and Angie now reside in the recently renovated Telephone Building in downtown Kingsport. Which was a project that they have passionately pursued for the last couple of years. They continue to develop the building which will include 8 total lofts on the second level and commercial property on the first level. Chip and Angie love living in downtown Kingsport and are excited to be a part of the exciting progress.



## AGENDA ACTION FORM

### Approve the Tennessee Commission on Aging Grant and Appropriate the Funds

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

Action Form No.: AF-311-2023  
 Work Session: October 17, 2022  
 First Reading: October 18, 2022

Final Adoption: November 1, 2022  
 Staff Work By: Shirley Buchanan  
 Presentation By: Michael Borders

#### Recommendation:

Approve the Resolution and Ordinance.

#### Executive Summary:

If approved the Kingsport Senior Center will accept two grants totaling \$16,000 from the Tennessee Commission on Aging.

TCAD has awarded the Kingsport Senior Center two \$8,000 competitive grant awards for the Main site and the Lynn View site. Each site will use the \$8,000 to purchase exercise equipment.

As part of this year's state budget, the Tennessee General Assembly allocated \$1,000,000 for senior centers across the state and tasked TCAD with developing a competitive process to distribute the funds.

Following the Commission's application deadline on August 5, 2022, TCAD received a total of 135 applications representing 89 of Tennessee's 95 counties. The Kingsport Senior Center main site and the Lynn View site were selected as two of the 125 centers that met the competitive benchmarks.

No matching funds are required for these grants.

#### Attachments:

1. Resolution
2. Ordinance
3. TCAD 2022-2023 Competitive Grant Contract (2)

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: *JW*

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING GRANT FUNDS FROM THE TENNESSEE COMMISSION ON AGING AND DISABILITY FOR THE KINGSFORT SENIOR CENTERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANTS

WHEREAS, the city, through Leisure Services, has applied for two grants through the Tennessee Commission on Aging and Disability, which will provide funds to purchase exercise equipment for the Kingsport Senior Center and for the Kingsport Senior Center at Lynn View; and

WHEREAS, grants were awarded to both locations in the amount of \$8,000.00 each; and

WHEREAS, there is no match required.

Now therefore,

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

SECTION I. That the board accepts the award of grant no. 31602-23863 for the Kingsport Senior Center and grant no. 31602-23864 for the Kingsport Senior Center at Lynn View from the State of Tennessee Commission on Aging and Disability

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, all documents necessary and proper to receive grant funds from the Tennessee Commission on Aging and Disability, in the amount of \$8,000.00 for the Kingsport Senior Center.

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, all documents necessary and proper to receive grant funds from the Tennessee Commission on Aging and Disability in the amount of \$8,000.00 for the Kingsport Senior Center at Lynn View.

SECTION III. That the mayor is authorized 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 18th day of October, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-  
SPECIAL REVENUE FUND BUDGET FOR THE YEAR ENDING  
JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund be increased by appropriating an \$8,000 grant from the Tennessee Commission on Aging and Disability to the TCAD Main Site project (NC2311) and an \$8,000 grant from the Tennessee Commission on Aging and Disability to the TCAD Lynn View Site project (NC2312).

**Account Number/Description:**

**General Projects-Special Revenue Fund: 111**

**TCAD Main Site (NC2311)**

**Revenues:**

111-0000-332.69-00 Miscellaneous Other State

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 8,000	\$ 8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>

**Expenditures:**

111-0000-601.30-20 Operating Supplies & Tool

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 8,000	\$ 8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>

**TCAD Lynn View Site (NC2312)**

**Revenues:**

111-0000-332.69-00 Miscellaneous Other State

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 8,000	\$ 8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>

**Expenditures:**

111-0000-601.30-20 Operating Supplies & Tool

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 8,000	\$ 8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>

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:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:  
PASSED ON 2ND READING:





## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 10/1/2022	<b>End Date</b> 9/30/2023	<b>Agency Tracking #</b> 31602-23863	<b>Edison ID</b> N/A		
<b>Grantee Legal Entity Name</b> City of Kingsport DBA Kingsport Senior Center			<b>Edison Vendor ID</b> 1562		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end 6/30</b>			
<b>Service Caption (one line only)</b> Senior Center Competitive Grant					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
FY23	8,000.00				8,000.00
<b>TOTAL:</b>	<b>8,000.00</b>				<b>\$8,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Senior Centers across the stated submitted proposals for the competitive grant, and the applications were scored. The top one hundred and twenty-five proposals will be awarded a grant.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<b>CPO USE - GG</b>		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE COMMISSION ON AGING AND DISABILITY  
AND  
CITY OF KINGSPORT DBA KINGSPORT SENIOR CENTER**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Commission on Aging and Disability, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport DBA Kingsport Senior Center, hereinafter referred to as the "Grantee," is for a Senior Center Competitive Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
  - a. Capital projects (building improvements, equipment, etc.);
  - b. Outreach and education;
  - c. Programming/activities; and/or
  - d. Routine operating expenses.
- A.4. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2023 and October 31, 2023. The reports shall include the following information:
  - a. A narrative summary about the impact the grant funding had on the Senior Center and the item purchased;
  - b. Number of people served;
  - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding;
  - d. Financial receipts and descriptions of purchases; and
  - e. If applicable, testimonials from Senior Center members about how the funding impacted their participation at the Center.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on October 1, 2022 ("Effective Date") and ending on September 30, 2023 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Thousand Dollars (\$8,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Commission on Aging and Disability  
9<sup>th</sup> Floor Andrew Jackson Bldg.  
Nashville, TN 37243-0860

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Commission on Aging and Disability
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
- The State:

James Dunn, Executive Director  
Tennessee Commission on Aging and Disability  
9<sup>th</sup> Fl Andrew Jackson Bldg, Nashville, TN 37243-0860  
James.Dunn@tn.gov  
Telephone # 615-532-4543  
FAX # 615-741-3309



The Grantee:

Patrick Shull, Mayor of Kingsport  
City of Kingsport DBA Kingsport Senior Center  
1200 East Center Street, Kingsport, TN 37660  
patshull@kingsporttn.gov  
Telephone # 423-229-9414

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State

to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

**IN WITNESS WHEREOF,**

**CITY OF KINGSFORT DBA KINGSFORT SENIOR CENTER:**

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**PATRICK SHULL, MAYOR OF KINGSFORT**

**DATE**

**TENNESSEE COMMISSION ON AGING AND DISABILITY:**

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**JAMES DUNN, EXECUTIVE DIRECTOR**

**DATE**



GRANT BUDGET				
SENIOR CENTER GRANT				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/1/2022 END: 9/30/2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	8,000.00	0.00	8,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	8,000.00	0.00	8,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$8,000.00
<b>TOTAL</b>	<b>\$8,000.00</b>

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent?      Yes ☐      No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child?      Yes ☐      No ☐

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 10/1/2022	<b>End Date</b> 9/30/2023	<b>Agency Tracking #</b> 31602-23864	<b>Edison ID</b> N/A		
<b>Grantee Legal Entity Name</b> City of Kingsport DBA Kingsport Senior Center at LynnView			<b>Edison Vendor ID</b> 1562		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end 6/30</b>			
<b>Service Caption (one line only)</b> Senior Center Competitive Grant					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
FY23	8,000.00				8,000.00
<b>TOTAL:</b>	<b>8,000.00</b>				<b>\$8,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Senior Centers across the stated submitted proposals for the competitive grant, and the applications were scored. The top one hundred and twenty-five proposals will be awarded a grant.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<b>CPO USE - GG</b>		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE COMMISSION ON AGING AND DISABILITY  
AND  
CITY OF KINGSPORT DBA KINGSPORT SENIOR CENTER AT LYNNVIEW**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Commission on Aging and Disability, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport DBA Kingsport Senior Center at LynnView, hereinafter referred to as the "Grantee," is for a Senior Center Competitive Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
  - a. Capital projects (building improvements, equipment, etc.);
  - b. Outreach and education;
  - c. Programming/activities; and/or
  - d. Routine operating expenses.
- A.4. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2023 and October 31, 2023. The reports shall include the following information:
  - a. A narrative summary about the impact the grant funding had on the Senior Center and the item purchased;
  - b. Number of people served;
  - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding;
  - d. Financial receipts and descriptions of purchases; and
  - e. If applicable, testimonials from Senior Center members about how the funding impacted their participation at the Center.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on October 1, 2022 ("Effective Date") and ending on September 30, 2023 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Thousand Dollars (\$8,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Commission on Aging and Disability  
9<sup>th</sup> Floor Andrew Jackson Bldg.  
Nashville, TN 37243-0860

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Commission on Aging and Disability
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to



terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
- The State:

James Dunn, Executive Director  
Tennessee Commission on Aging and Disability  
9<sup>th</sup> Fl Andrew Jackson Bldg, Nashville, TN 37243-0860  
James.Dunn@tn.gov  
Telephone # 615-532-4543

FAX # 615-741-3309

The Grantee:

Patrick Shull, Mayor of Kingsport  
City of Kingsport DBA Kingsport Senior Center at LynnView  
1200 East Center Street, Kingsport, TN 37660  
patshull@kingsporttn.gov  
Telephone # 423-229-9414

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy

Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State

to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT DBA KINGSPORT SENIOR CENTER AT LYNNVIEW:**

---

**PATRICK SHULL, MAYOR OF KINGSPORT**

**DATE**

**TENNESSEE COMMISSION ON AGING AND DISABILITY:**

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**JAMES DUNN, EXECUTIVE DIRECTOR**

**DATE**



GRANT BUDGET				
SENIOR CENTER GRANT				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/1/2022 END: 9/30/2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	8,000.00	0.00	8,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	8,000.00	0.00	8,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

## GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$8,000.00
<b>TOTAL</b>	<b>\$8,000.00</b>

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent?      Yes ☐      No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child?      Yes ☐      No ☐

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



## AGENDA ACTION FORM

### Amend the FY 2023 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-323-2022  
 Work Session: October 17, 2022  
 First Reading: October 18, 2022

Final Adoption: November 1, 2022  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2023 budget amendment number four at their meeting on October 11, 2022. This amendment increases the General Purpose School Fund budget by \$855,351. The estimated revenue for Other Local Revenues is being increased by \$17,172. These funds are from a donation from the John Adams PTO to fund playground improvements at Adams Elementary School. The estimated revenue for Fund Balance Appropriations is being increased by \$838,159 to fund the renovations of the gym facilities and the former Sullivan North High School. These funds will be added to the project to fund HVAC and lighting improvements.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY 2023

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	—	—	—

AN ORDINANCE TO AMEND THE GENERAL PURPOSE  
SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS  
FOR THE FISCAL YEAR ENDING JUNE 30, 2023; 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 Local Revenue by \$17,192 and the estimated revenue for Fund Balance Appropriations by \$838,159. The expenditure budget will be amended by increasing the appropriations Adams Other Equipment by \$17,192 and for Fund Transfers by \$838,159. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Sullivan North Renovation project (GP1733) by \$838,159.

**Fund 141: General Purpose School Fund**

**Revenues:**

	\$	\$	\$
141-0000-369-4990 Other Local Revenue	800,000	17,192	817,192
141-0000-392-0100 Fund Balance Appropriations	5,893,633	838,159	6,731,792
<b>Totals</b>	<b>6,693,633</b>	<b>855,351</b>	<b>7,548,984</b>

**Expenditures:**

	\$	\$	\$
141-7612-871-0790 Adams – Other Equipment	8,525	17,192	25,717
141-7950-881-0590 Fund Transfers	3,186,599	838,159	4,024,758
<b>Totals</b>	<b>3,195,124</b>	<b>855,351</b>	<b>4,050,475</b>

**Fund 311: General Project Fund**

**Sullivan North Renovation Project (GP1733)**

**Revenues:**

	\$	\$	\$
311-0000-361-1050 School Bond Interest	679,792	0	679,792
311-0000-391-2100 Transfer from School Fund	2,276,599	838,159	3,114,758
311-0000-391-2150 Sullivan Co School Bonds	2,365,050	0	2,365,050
<b>Total:</b>	<b>5,321,441</b>	<b>838,159</b>	<b>6,159,600</b>

**Expenditures:**

	\$	\$	\$
311-0000-601-2022 Construction Contracts	3,996,441	838,159	4,834,600
311-0000-601-2023 Architect/Engineering Serv	1,325,000	0	1,325,000
<b>Total:</b>	<b>5,321,441</b>	<b>838,159</b>	<b>6,159,600</b>

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 MARSHAL, Deputy City Recorder

\_\_\_\_\_  
RODNEY B. ROWLETT, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_

October 11, 2022

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2022-2023  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: DONATION**

Kingsport City Schools has received a donation from the John Adams PTO for \$17,192. This donation is for improvements to/expansion of the John Adams playground.

It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Adams Capital Outlay be increased by \$17,192.

**ITEM TWO: RENOVATION OF FORMER SULLIVAN NORTH GYM**

Due to a variety of reasons, it is necessary to increase the funding for this project. Please see the description outlined below in the General Project Fund section of this amendment.

It is recommended that the estimated revenue for Fund Balance Appropriations\* and the appropriation for Fund Transfers be increased by \$838,159. It is further recommended that these funds be transferred to the Former Sullivan North Renovation Project.

**\*Unreserved Fund Balance** – It anticipated that the Unreserved Fund Balance at the end of fiscal year 2021-22 will have a balance of approximately \$16,000,000. Unpaid purchase orders for FY 22 will obligate \$642,000 and budget amendment number one and three appropriated a total of \$5,251,599 for security upgrades, the purchase of Colonial Heights Middle School, and improvements to the former Sullivan North gym. This leaves a balance of approximately \$10,100,000. This budget amendment appropriates an additional \$838,159, leaving a balance of approximately \$9,262,000. This amount is approximately 10.75% of the FY 2023 operating budget.

**GENERAL PROJECT FUND**

**SULLIVAN NORTH RENOVATION PROJECT (GP1733)**

At the September Board of Education meeting, funding for the Tribe Athletic Center was established, for \$4,000,000. Since that time, there have been a few items that have been discovered that will require additional funding. The revised budget for the project is now \$4,838,159. The detail of this budget is outlined below:

Architect Fee	\$ 175,000
Approved Construction Contract	2,842,300
Construction Contract Contingency	170,538
Roof-Top HVAC Equipment	636,100
Gym Lighting and Ceiling Replacement	209,221

Locker Room HVAC	405,000
Technology Purchases	175,000
Fixture, Furniture, and Equipment	125,000
Locker Room Furnishings, Training Room Equipment, Bleacher Seats, and Other	
Other Expenses	100,000
Branding, Roof Repairs, Natural Gas Service, Door Locks, Parking Lot Repairs, Other Maintenance Expenses	
Total Revised Budget	\$4,838,159

Three major revisions need further clarification:

1. Roof-Top HVAC Equipment – When the original budget was established this item was included in the total construction budget. When to construction bid came in, the bid amount of \$2,842,300 was compared to the construction budget amount of \$3,030,000. Since the construction budget included the rooftop HVAC equipment, this number should have been reduced by \$636,100, to \$2,393,900. This has resulted in a shortfall of \$448,400.
2. Locker Room HVAC – Bid alternate 5 was for the HVAC unit replacement for the locker rooms on the lower level of the gym. The unit that currently serves this area is the original unit and provides heat only. Due to a miscommunication KCS staff believed that this unit was included in the base bid and that the alternate was for the replacement of a unit that serviced the rooms located on the opposite hallway on the lower level. Due to the age of this unit and that it only provides heat, we feel that it is necessary to replace it. We are currently looking the most cost effective way to accomplish this and may do this work separately from the current construction contract. This equipment has a lead time of 30-40 weeks and we had not planned on this be completed before we started using he facility. The bid amount for this alternate was \$405,000.
3. Gym Lighting and Ceiling Tile Replacement – The total cost of the work is \$209,221. It was originally anticipated that funds from the EESI loan would pay for approximately one-half of this work. Initial indications from the State were that the EESI funding for the lighting replacement in the Dobyns-Bennett Dome could be redirected to the lighting replacement at this facility. The request for this change in scope was reviewed by the EESI Technical Advisory Committee and was denied. This has resulted in a shortfall of \$106,159.

The three items outlined above total \$959,559. Some of the amount originally budgeted have been revised (decreased) leaving a net shortfall of \$838,159. This will require additional funding from the General Purpose School Fund.

It is recommended that the funding for the Sullivan North Renovation project be increased by \$838,159, by increasing the estimated revenue for Transfers from the School Fund and by increasing the appropriations for Construction Contracts and Equipment



## **SCHOOL PROJECT FUND**

### **SULLIVAN COUNTY HEALTH DEPARTMENT GRANT**

Kingsport City Schools Health Services department has received a grant from the Sullivan County Health Department for \$166,000. These funds are part of the Federal Epidemiology grant received by Sullivan County. These funds will be used to provide equipment, supplies, and professional development for the KCS Health Services program.

It is recommended that a project be established for the Sullivan County Health Department Grant and that the estimated revenue for Other Local Revenue and appropriations for Medical Supplies, Equipment, and Staff Development be increased by \$166,000.



## AGENDA ACTION FORM

### Amend the FY 2023 the School Special Projects Fund Budget

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

Action Form No.: AF-324-2022  
 Work Session: October 17, 2022  
 First Reading: October 18, 2022

Final Adoption: November 1, 2022  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2023 budget amendment number four at their meeting on October 11, 2022. This amendment increases the School Special Projects Fund budget by \$166,000, for a revised total of \$1,429,100. The estimated revenue for Other Local Revenue is being increased by \$166,000. The appropriations for Sullivan County Health Department Grant is being increased by \$166,000. These are funds that the Sullivan County Health Department has received from the Federal Epidemiology Grant and will be used for supplies, equipment, and professional development by Kingsport City Schools Health Services.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY 2023

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: *mm*

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

ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2023 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 2023 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>
<b><u>Revenues:</u></b>	\$	\$	\$
CSH023 Coordinated School Health	100,000	0	100,000
DBE023 DB Excel STEM Grant	20,000	0	20,000
FRC023 Family Resource Center	29,612	0	29,612
HAG023 Homeless Assistance	55,000	0	55,000
KTIP23 Kingsport Truancy Intervention	53,720	0	53,720
PK5123 Pre-K Expansion Grant System-Wide	676,900	0	676,900
SSA023 Safe Schools Act	115,000	0	115,000
SCHD23 Sullivan Co Health Department Grant	0	166,000	166,000
WASH23 Washington STEM Grant	20,000	0	20,000
Transfer from General School Fund	201,868	0	201,868
<b><u>Totals:</u></b>	<b><u>1,263,100</u></b>	<b><u>166,000</u></b>	<b><u>1,429,100</u></b>

<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	776,203	0	776,203
Support Services	486,897	166,000	652,897
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<b><u>Totals:</u></b>	<b><u>1,263,100</u></b>	<b><u>166,000</u></b>	<b><u>1,429,100</u></b>

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

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:  
PASSED ON 2ND READING:  
City of Kingsport, Tennessee

October 11, 2022

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2022-2023  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: DONATION**

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It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Adams Capital Outlay be increased by \$17,192.

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**GENERAL PROJECT FUND**

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Other Expenses	100,000
Branding, Roof Repairs, Natural Gas Service, Door Locks, Parking Lot Repairs, Other Maintenance Expenses	
Total Revised Budget	\$4,838,159

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It is recommended that the funding for the Sullivan North Renovation project be increased by \$838,159, by increasing the estimated revenue for Transfers from the School Fund and by increasing the appropriations for Construction Contracts and Equipment

## **SCHOOL PROJECT FUND**

### **SULLIVAN COUNTY HEALTH DEPARTMENT GRANT**

Kingsport City Schools Health Services department has received a grant from the Sullivan County Health Department for \$166,000. These funds are part of the Federal Epidemiology grant received by Sullivan County. These funds will be used to provide equipment, supplies, and professional development for the KCS Health Services program.

It is recommended that a project be established for the Sullivan County Health Department Grant and that the estimated revenue for Other Local Revenue and appropriations for Medical Supplies, Equipment, and Staff Development be increased by \$166,000.



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for Various Funds in FY23

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

Action Form No.: AF-308-2022  
 Work Session: October 17, 2022  
 First Reading: October 18, 2022

Final Adoption: November 1, 2022  
 Staff Work By: John Morris  
 Presentation By: C. McCartt

### Recommendation:

Approve the resolution.

### Executive Summary:

The General Fund is being increased by appropriating \$3,500,000.00 to the From Fund Balance Appropriations line (110-0000-392.01-00) and to the KCVB Downtown Promotions line (110-1005-405.80-99) in the amount of \$115,000.00 for the Downtown Concert Series and Fourth of July Celebration Concert, to the To General Proj-Special Rev line (110-4804-481.70-35) in the amount of \$2,860,000.00 to cover various projects, to the To General Project Fund line (110-4804-481.70-36) in the amount of \$134,052.00 to cover various projects, to the Performance Bonus line (110-4806-481.10-92) in the amount of \$352,128.00 to cover upcoming Christmas Bonuses, and to the Miscellaneous line (110-4810-481.20-99) in the amount of \$38,820.00 to replace funds used for landscaping along I-26 and for the purchase of the Barking Lot.

### 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	—	—	—

The General Projects-Special Revenue Fund is being increased by appropriating \$2,860,000.00 from the General Fund to the General Projects project (NC2100) in the amount of \$225,000.00, to the Fire SCBA Equipment project (NC2215) in the amount of \$125,000.00, to the Fire Equipment project (NC2216) in the amount of \$150,000.00, to the Allandale Improvements project (NC2217) in the amount of \$180,000.00, to the Facilities Improvements project (NC2221) in the amount of \$300,000.00, to the Street Resurfacing project (NC2300) in the amount of \$850,000.00, to the Building Demolition project (NC2313) in the amount of \$150,000.00, to the Patton Store Demolition project (NC2314) in the amount of \$100,000.00, Tri-City Linen Demolition project (NC2315) in the amount of \$300,000.00, and to the Wetland Mitigation project (NC2316) in the amount of \$480,000.00; by transferring a total of \$927,518.00 in General Fund cash to the Local Roads project (NC2206) in the amount of \$401,624.00, to the Parks ADA project (NC2207) in the amount of \$300,000.00, to the Broadband Study project (NC2212) in the amount of \$80,000.00, and to the Farmers Mkt Imp project (NC2247) in the amount of \$145,894.00; by transferring ARPA Funds in the amount of \$401,624.00 from the Local Roads project (NC2206), \$300,000.00 from the Parks ADA project (NC2207), \$2,800.00 from the Overhead Harness System project (NC2209), \$80,000.00 from the Broadband Study project (NC2212), and \$143,094.00 from the ARPA Community Grants project (NC2213) for a total of \$927,518.00 to the Street Resurfacing project (NC2300); and by appropriating a \$250,000.00 grant from the State of Tennessee to the Miracle Field Debt Reduction project (NC2317), and by appropriating \$5,178,462.00 in ARPA Funds to the Library Renovations project (NC2318).

The Urban Mass Transit Assistance Fund is being increased by appropriating a grant from TDOT in the amount of \$660,500.00 and matching funds from the General Fund in the amount of \$365,000.00 to the Transit CARES Grant project (FTA022).

The General Project Fund is being increased by appropriating \$134,052.00 from the General Fund to the Skate Park project (GP2105) in the amount of \$132,130.00, to the Pickleball project (GP2109) in the amount of \$1,922.00.

The Aquatic Center Fund is being increased by appropriating \$150,000.00 to the Fund Bal Appropriations line (419-0000-392.01-00) and \$150,000.00 to the Miscellaneous line (419-5019-501.20-99) for various equipment purchases vital to the operation of our pools.

The Water Project Fund is being increased by appropriating grant funds received from Washington County to the Washington County Water Extensions project (WA2303) in the amount of \$2,300,000.00, and by appropriating grant funds received from Sullivan County to the Sullivan County Water Upgrades project (WA2304) in the amount of \$2,298,271.00.

The Sewer Project Fund is being increased by increasing the Washington County grant allocation for the Valley Brook Sewer Extension project (SW2303) by \$515,000.00, and by transferring \$155,063.00 from the WWTP MMC Replacements project (SW1800) and \$53,353.00 from the Lift Station Bypass Pumps project (SW2007) for a total of \$208,416.00 to the WWTP Equipment project (SW2305).



ORDINANCE NO.

AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS  
FOR THE YEAR ENDING JUNE 30, 2023; 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 \$3,500,000 to the From Fund Balance Appropriations line (110-0000-392.01-00) and to the KCVB Downtown Promotions line (110-1005-405.80-99) in the amount of \$115,000 for the Downtown Concert Series and Fourth of July Celebration Concert, to the To General Proj-Special Rev line (110-4804-481.70-35) in the amount of \$2,860,000 to cover various projects, to the To General Project Fund line (110-4804-481.70-36) in the amount of \$134,052 to cover various projects, to the Performance Bonus line (110-4806-481.10-92) in the amount of \$352,128 to cover upcoming Christmas Bonuses, and to the Miscellaneous line (110-4810-481.20-99) in the amount of \$38,820 to replace funds used for landscaping along I-26 and for the purchase of the Barking Lot.

SECTION II. That the General Projects-Special Revenue Fund be increased by appropriating \$2,860,000 from the General Fund to the General Projects project (NC2100) in the amount of \$225,000, to the Fire SCBA Equipment project (NC2215) in the amount of \$125,000, to the Fire Equipment project (NC2216) in the amount of \$150,000, to the Allendale Improvements project (NC2217) in the amount of \$180,000, to the Facilities Improvements project (NC2221) in the amount of \$300,000, to the Street Resurfacing project (NC2300) in the amount of \$850,000, to the Building Demolition project (NC2313) in the amount of \$150,000, to the Patton Store Demolition project (NC2314) in the amount of \$100,000, Tri-City Linen Demolition project (NC2315) in the amount of \$300,000, and to the Wetland Mitigation project (NC2316) in the amount of \$480,000; by transferring a total of \$927,518 in General Fund cash to the Local Roads project (NC2206) in the amount of \$401,624, to the Parks ADA project (NC2207) in the amount of \$300,000, to the Broadband Study project (NC2212) in the amount of \$80,000, and to the Farmers Mkt Imp project (NC2247) in the amount of \$145,894; by transferring ARPA Funds in the amount of \$401,624 from the Local Roads project (NC2206), \$300,000 from the Parks ADA project (NC2207), \$2,800 from the Overhead Harness System project (NC2209), \$80,000 from the Broadband Study project (NC2212), and \$143,094 from the ARPA Community Grants project (NC2213) for a total of \$927,518 to the Street Resurfacing project (NC2300); and by appropriating a \$250,000 grant from the State of Tennessee to the Miracle Field Debt Reduction project (NC2317), and by appropriating \$5,178,462 in ARPA Funds to the Library Renovations project (NC2318).

SECTION III. That the Urban Mass Transit Assistance Fund be increased by appropriating a grant from TDOT in the amount of \$660,500 and matching funds from the General Fund in the amount of \$365,000 to the Transit CARES Grant project (FTA022).

SECTION IV. That the General Project Fund be increased by appropriating \$134,052 from the General Fund to the Skate Park project (GP2105) in the amount of \$132,130, to the Pickleball project (GP2109) in the amount of \$1,922.

SECTION V. That the Aquatic Center Fund be increased by appropriating \$150,000 to the Fund Bal Appropriations line (419-0000-392.01-00) and \$150,000 to the Miscellaneous line (419-5019-501.20-99) for various equipment purchases vital to the operation of our pools.

SECTION VI. That the Water Project Fund be increased by appropriating grant funds received from Washington County to the Washington County Water Extensions project (WA2303) in the amount of \$2,300,000, and by appropriating grant funds received from Sullivan County to the Sullivan County Water Upgrades project (WA2304) in the amount of \$2,298,271. Close WA2007.

SECTION VII. That the Sewer Project Fund be increased by increasing the Washington County grant allocation for the Valley Brook Sewer Extension project (SW2303) by \$515,000, and by transferring \$155,063 from the WWTP MMC Replacements project (SW1800) and \$53,353 from the Lift Station Bypass Pumps project (SW2007) for a total of \$208,416 to the WWTP Equipment project (SW2305).

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-392.01-00 Fund Bal Appropriations	345,719	3,500,000	3,845,719
<b>Total:</b>	<b>345,719</b>	<b>3,500,000</b>	<b>3,845,719</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-1005-405.80-99 KCVB Downtown Promotions	0	115,000	115,000
110-4804-481.70-35 To Gen Proj-Special Rev	3,542,035	2,860,000	6,402,035
110-4804-481.70-36 To General Project Fund	0	134,052	134,052
110-4806-481.10-92 Performance Bonus	0	352,128	352,128
110-4810-481.20-99 Miscellaneous	0	38,820	38,820
<b>Total:</b>	<b>3,542,035</b>	<b>3,500,000</b>	<b>7,042,035</b>

**Account Number/Description:**

**General Projects-Special Revenue Fund: 111**

**General Projects (NC2100)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	785,120	225,000	1,010,120
<b>Total:</b>	<b>785,120</b>	<b>225,000</b>	<b>1,010,120</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	62,923	36,513	99,436
111-0000-601.90-01 Land	33,550	0	33,550
111-0000-601.90-03 Improvements	688,647	188,487	877,134
<b>Total:</b>	<b>785,120</b>	<b>225,000</b>	<b>1,010,120</b>

**Fire SCBA Equipment (NC2215)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	464,625	0	464,625
111-0000-391.01-00 From General Fund	0	125,000	125,000
<b>Total:</b>	<b>464,625</b>	<b>125,000</b>	<b>589,625</b>

**Expenditures:**

111-0000-601.90-04 Equipment	\$ 464,625	\$ 125,000	\$ 589,625
<b>Total:</b>	<b>464,625</b>	<b>125,000</b>	<b>589,625</b>

**Fire Equipment (NC2216)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	295,856	0	295,856
111-0000-391.01-00 From General Fund	0	150,000	150,000
<b>Total:</b>	<b>295,856</b>	<b>150,000</b>	<b>445,856</b>

**Expenditures:**

111-0000-601.90-04 Equipment	\$ 295,856	\$ 150,000	\$ 445,856
<b>Total:</b>	<b>295,856</b>	<b>150,000</b>	<b>445,856</b>

**Allandale Improvements (NC2217)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	285,000	0	285,000
111-0000-391.01-00 From General Fund	0	180,000	180,000
<b>Total:</b>	<b>285,000</b>	<b>180,000</b>	<b>465,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts	\$ 250,000	\$ 190,606	\$ 440,606
111-0000-601.20-23 Arch/Eng/Landscaping Serv	10,000	5,388	15,388
111-0000-601.90-04 Equipment	25,000	(15,994)	9,006
<b>Total:</b>	<b>295,856</b>	<b>180,000</b>	<b>465,000</b>

**Facilities Improvements (NC2221)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	305,000	300,000	605,000
<b>Total:</b>	<b>305,000</b>	<b>300,000</b>	<b>605,000</b>

**Expenditures:**

111-0000-601.90-03 Improvements	\$ 305,000	\$ 300,000	\$ 605,000
<b>Total:</b>	<b>305,000</b>	<b>300,000</b>	<b>605,000</b>

**Street Resurfacing (NC2300)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	927,518	927,518
111-0000-391.01-00 From General Fund	2,785,000	(77,518)	2,707,482
<b>Total:</b>	<b>2,785,000</b>	<b>850,000</b>	<b>3,635,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	2,200,000	850,000	3,050,000
111-0000-601.20-23 Arch/Eng/Landscaping Serv	585,000	0	585,000
<b>Total:</b>	<b>2,785,000</b>	<b>850,000</b>	<b>3,635,000</b>

**Building Demolition (NC2313)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Patton Store Demolition (NC2314)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Tri-City Linen Demolition (NC2315)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	300,000	300,000
<b>Total:</b>	<b>0</b>	<b>300,000</b>	<b>300,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	300,000	300,000
<b>Total:</b>	<b>0</b>	<b>300,000</b>	<b>300,000</b>

**Wetland Mitigation (NC2316)****Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	480,000	480,000
<b>Total:</b>	<b>0</b>	<b>480,000</b>	<b>480,000</b>

**Expenditures:**

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

	\$	\$	\$
	0	480,000	480,000
<b>Total:</b>	<b>0</b>	<b>480,000</b>	<b>480,000</b>

**Local Roads (NC2206)****Revenues:**

111-0000-331.95-00 American Rescue Plan Act

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	414,083	(401,624)	12,459
	0	401,624	401,624
<b>Total:</b>	<b>414,083</b>	<b>0</b>	<b>414,083</b>

**Expenditures:**

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

	\$	\$	\$
	414,083	0	414,083
<b>Total:</b>	<b>414,083</b>	<b>0</b>	<b>414,083</b>

**Parks ADA (NC2207)****Revenues:**

111-0000-331.95-00 American Rescue Plan Act

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	300,000	(300,000)	0
	0	300,000	300,000
<b>Total:</b>	<b>300,000</b>	<b>0</b>	<b>300,000</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts

	\$	\$	\$
	300,000	0	300,000
<b>Total:</b>	<b>300,000</b>	<b>0</b>	<b>300,000</b>

**Overhead Harness System (NC2209)****Revenues:**

111-0000-331.95-00 American Rescue Plan Act

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	30,000	(2,800)	27,200
<b>Total:</b>	<b>30,000</b>	<b>(2,800)</b>	<b>27,200</b>

**Expenditures:**

111-0000-601.90-04 Equipment

	\$	\$	\$
	30,000	(2,800)	27,200
<b>Total:</b>	<b>30,000</b>	<b>(2,800)</b>	<b>27,200</b>

**Broadband Study (NC2212)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	80,000	(80,000)	0
111-0000-391.01-00 From General Fund	0	80,000	80,000
<b>Total:</b>	<b>80,000</b>	<b>0</b>	<b>80,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	80,000	0	80,000
<b>Total:</b>	<b>80,000</b>	<b>0</b>	<b>80,000</b>

**ARPA Community Grants (NC2213)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	500,000	(143,094)	356,906
<b>Total:</b>	<b>500,000</b>	<b>(143,094)</b>	<b>356,906</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.40-23 Grants	500,000	(143,094)	356,906
<b>Total:</b>	<b>500,000</b>	<b>(143,094)</b>	<b>356,906</b>

**Farmers Mkt Imp (NC2247)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	183,063	145,894	328,957
<b>Total:</b>	<b>183,063</b>	<b>145,894</b>	<b>328,957</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-03 Improvements	183,063	145,894	328,957
<b>Total:</b>	<b>183,063</b>	<b>145,894</b>	<b>328,957</b>

**Miracle Field Debt Reduction (NC2317)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.40-23 Grants	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Library Renovations (NC2318)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	0	5,178,444	5,178,444
<b>Total:</b>	<b>0</b>	<b>5,178,444</b>	<b>5,178,444</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	0	4,932,044	4,932,044
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	246,400	246,400
<b>Total:</b>	<b>0</b>	<b>5,178,444</b>	<b>5,178,444</b>

**Account Number/Description:****Urban Mass Transit Fund: 123****FY22 Operations Grant (FTA022)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	3,772,674	660,500	4,433,174
123-0000-365.20-09 Bus Fares TN-90-X150	100,000	0	100,000
123-0000-365.21-00 ADA Paratransit	65,000	0	65,000
123-0000-368.15-00 Rental of Land & Building	140,000	0	140,000
123-0000-391.01-00 From General Fund	541,925	365,000	906,925
<b>Totals:</b>	<b>4,619,599</b>	<b>1,025,500</b>	<b>5,645,099</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	2,211,727	515,000	2,726,727
123-5901-602.10-11 Overtime	113,447	40,000	153,447
123-5901-602.10-20 Social Security	167,670	40,000	207,670
123-5901-602.10-30 Group Health Insurance	316,475	40,000	356,475
123-5901-602.10-41 TCRS Retirement	181,412	30,000	211,412
123-5901-602.10-43 ICMA Retirement	121,722	20,000	141,722
123-5901-602.10-50 Life Insurance	3,942	1,000	4,942
123-5901-602.10-52 Long Term Disability Ins	3,991	1,000	4,991
123-5901-602.10-60 Workmen's Compensation	5,770	2,000	7,770
123-5901-602.10-61 Unemployment Insurance	3,000	1,000	4,000
123-5901-602.20-10 Advertising & Publication	5,000	0	5,000
123-5901-602.20-11 Printing & Binding	19,250	10,000	29,250
123-5901-602.20-20 Professional/Consultant	57,000	4,400	61,400
123-5901-602.20-21 Accounting & Auditing	6,000	0	6,000
123-5901-602.20-30 Electric Service	51,200	20,000	71,200
123-5901-602.20-33 Water and Sewer	6,000	0	6,000
123-5901-602.20-34 Telephone	15,600	0	15,600
123-5901-602.20-36 Natural Gas	7,267	2,000	9,267
123-5901-602.20-40 Travel Expense	17,400	0	17,400

123-5901-602.20-41	Registration Fees/ Tuition	7,800	0	7,800
123-5901-602.20-42	Personal Vehicle Reimburs	600	0	600
123-5901-602.20-43	Dues & Memberships	27,000	13,500	40,500
123-5901-602.20-44	Literature/ Subscriptions	4,200	2,100	6,300
123-5901-602.20-45	Training	7,800	0	7,800
123-5901-602.20-52	Medical Services	2,100	0	2,100
123-5901-602.20-54	Machinery/ Equip Rental	15,686	6,000	21,686
123-5901-602.20-55	Repairs & Maintenance	56,400	0	56,400
123-5901-602.20-56	Repairs & Maint-Vehicles	710,000	275,000	985,000
123-5901-602.20-69	Stormwater Fee Expense	3,637	0	3,637
123-5901-602.20-75	Temporary Employees	11,600	0	11,600
123-5901-602.20-99	Miscellaneous	347,004	0	347,004
123-5901-602.30-10	Office Supplies	13,500	0	13,500
123-5901-602.30-11	Postage	1,500	0	1,500
123-5901-602.30-12	Food	3,300	0	3,300
123-5901-602.30-20	Operating Supplies & Tool	23,100	0	23,100
123-5901-602.30-22	Maintenance Supplies	18,200	0	18,200
123-5901-602.30-26	Sign Parts & Supplies	3,900	0	3,900
123-5901-602.30-29	Clothing & Uniforms	15,600	0	15,600
123-5901-602.30-44	Motor Pool Charges	1,200	0	1,200
123-5901-602.30-68	Covid-19	7,729	0	7,729
123-5901-602.40-68	Covid-19	7,690	0	7,690
123-5901-602.50-10	Buildings	6,180	0	6,180
123-5901-602.50-26	Vehicle Ins Chgd by FLM	10,000	2,500	12,500
123-5902-602.20-56	Repair & Maint-Vehicles	0	0	0
<b>Totals:</b>		<b>3,453,974</b>	<b>1,025,500</b>	<b>5,645,099</b>

**Account Number/Description:**

**General Project Fund: 311**

**Skate Park (GP2105)**

**Revenues:**

<u>Revenue:</u>				
311-0000-368.10-56	GO Bonds Series 2018A	48,210	0	48,210
311-0000-368.21-01	Premium From Bond Sale	1,790	0	1,790
311-0000-391.01-00	From General Fund	2,135,289	132,130	2,267,419
	<b>Total:</b>	<b>2,185,289</b>	<b>132,130</b>	<b>2,317,419</b>

**Expenditures:**

<u>Expenditures:</u>				
311-0000-601.20-23	Arch/Eng/Landscaping Serv	0	79,138	79,138
311-0000-601.90-03	Improvements	2,185,289	52,992	2,238,281
	<b>Total:</b>	<b>2,185,289</b>	<b>132,130</b>	<b>2,317,419</b>



**Pickleball (GP2109)****Revenues:**

311-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 75,000	\$ 1,922	\$ 76,922
<b>Total:</b>	<b>75,000</b>	<b>1,922</b>	<b>76,922</b>

**Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv

311-0000-601.90-03 Improvements

	\$ 0	\$ 10,574	\$ 10,574
	75,000	(8,652)	66,348
<b>Total:</b>	<b>2,185,289</b>	<b>1,922</b>	<b>76,922</b>

**Account Number/Description:****Aquatic Center Fund: 419****Revenues:**

419-0000-392.01-00 Fund Bal Appropriations

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 63,378	\$ 150,000	\$ 213,378
<b>Total:</b>	<b>63,378</b>	<b>150,000</b>	<b>213,378</b>

**Expenditures:**

419-5019-501.20-99 Miscellaneous

	\$ 40,490	\$ 150,000	\$ 190,490
<b>Total:</b>	<b>40,490</b>	<b>150,000</b>	<b>190,490</b>

**Account Number/Description:****Water Project Fund: 451****Wash Co Water Ext (WA2303)****Revenues:**

451-0000-333.77-00 Washington County

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 0	\$ 2,300,000	\$ 2,300,000
<b>Total:</b>	<b>0</b>	<b>2,300,000</b>	<b>2,300,000</b>

**Expenditures:**

451-0000-605.90-03 Improvements

	\$ 0	\$ 2,300,000	\$ 2,300,000
<b>Total:</b>	<b>0</b>	<b>2,300,000</b>	<b>2,300,000</b>

**Sull Co Water Upgrades (WA2304)****Revenues:**

451-0000-368.99-00 Miscellaneous

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 0	\$ 2,298,271	\$ 2,298,271
<b>Total:</b>	<b>0</b>	<b>2,298,271</b>	<b>2,298,271</b>

**Expenditures:**

451-0000-605.90-03 Improvements

	\$ 0	\$ 2,298,271	\$ 2,298,271
<b>Total:</b>	<b>0</b>	<b>2,298,271</b>	<b>2,298,271</b>

**Account Number/Description:****Sewer Project Fund: 452****Valley Brook Sewer Ext (SW2303)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-331.32-00 Federal Revenue ARC	350,000	0	350,000
452-0000-333.77-45 Valley Brook Sewer Ext	485,000	515,000	1,000,000
<b>Total:</b>	<b>835,000</b>	<b>515,000</b>	<b>1,350,000</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.90-26 Sewer Extensions	835,000	515,000	1,350,000
<b>Total:</b>	<b>835,000</b>	<b>515,000</b>	<b>1,350,000</b>

**WWTP MMC Replacements (SW1800)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	2,340,000	0	2,340,000
452-0000-391.05-56 Series 2019 GO Improvement	687,000	(155,063)	531,937
<b>Total:</b>	<b>3,027,000</b>	<b>(155,063)</b>	<b>2,871,937</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	1,015,136	(654,000)	361,136
452-0000-605.90-03 Improvements	2,011,864	498,937	2,510,801
<b>Total:</b>	<b>3,027,000</b>	<b>(155,063)</b>	<b>2,871,937</b>

**Lift Station Bypass Pumps (SW2007)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	90,000	(53,353)	36,647
<b>Total:</b>	<b>90,000</b>	<b>(53,353)</b>	<b>36,647</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.90-04 Equipment	90,000	(53,353)	36,647
<b>Total:</b>	<b>90,000</b>	<b>(53,353)</b>	<b>36,647</b>

**WWTP Equipment (SW2305)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	0	208,416	208,416
<b>Total:</b>	<b>0</b>	<b>208,416</b>	<b>208,416</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.90-04 Equipment	0	208,416	208,416
<b>Total:</b>	<b>0</b>	<b>208,416</b>	<b>208,416</b>

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:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Amend Zoning of 910 Wilcox Court Located Along S. Wilcox Drive and Wilcox Court from the M-1, Light Manufacturing District to the B-3, Highway Oriented Business District

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

Action Form No.: AF-296-2022  
 Work Session: October 3, 2022  
 First Reading: October 4, 2022

Final Adoption: **October 18, 2022**  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

#### Recommendation:

Approve ordinance amending the zoning ordinance to rezone 910 Wilcox Court Located Along S. Wilcox Drive and Wilcox Court from the M-1, Light Manufacturing District to the B-3, Highway Oriented Business District.

#### Executive Summary:

This is an owner-requested rezoning of approximately ½ acre located along S. Wilcox Drive and Wilcox Court from the M-1 zone to the B-3 zone. The purpose of the rezoning is to facilitate a beauty salon-spa use in the existing building located on the site. No citizen comment has been received for this rezoning. During their September 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 September 19, 2022.

#### Attachments:

1. Zoning Ordinance

Funding source appropriate and funds are available: *gm*

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

	<u>Y</u>	<u>N</u>	<u>O</u>
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 WILCOX COURT FROM THE M-1 DISTRICT TO THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 13<sup>TH</sup> 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 Wilcox Court from the M-1, Light Manufacturing District to the B-3, Highway Oriented Business District in the 13<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the western corner of parcel 012.45, Tax Map 061, thence in a northeasterly direction, approximately 173 feet to a point, said point being the northern corner of parcel 012.45 in common with the western right-of-way of Wilcox Court; thence in a southeasterly direction, following the western right-of-way of Wilcox Court, approximately 72 feet to a point, said point being the eastern corner of parcel 012.45 in common with the western right-of-way of Wilcox Court and the western right-of-way of S. Wilcox Drive; thence in a southwesterly direction, following the western right-of-way of S. Wilcox Drive, approximately 174 feet to a point, said point being the southern corner of parcel 012.45 in common with the western right-of-way of S. Wilcox Drive; thence in a northwesterly direction, approximately 132 feet to the point of BEGINNING, and being all of parcel 012.45, Tax Map 061, as shown on the 2022 Sullivan County Tax Maps.

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:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING \_\_\_\_\_

PASSED ON 2ND READING \_\_\_\_\_



## AGENDA ACTION FORM

### **Abandoning a Stormwater Easement located at 1117, 1121, 1125, & 1129 Tay Station**

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

Action Form No.: AF-259-2022  
 Work Session: October 3, 2022  
 First Reading: October 4, 2022

Final Adoption: **October 18, 2022**  
 Staff Work By: Savannah Garland  
 Presentation By: S. Garland

#### **Recommendation:**

Approve ordinance abandoning stormwater easement located on 1117, 1121, 1125, & 1129 Tay Station.

#### **Executive Summary:**

This is an owner-requested stormwater easement abandonment. The easement at issue crosses four lots along Tay Station in the new West Gate Development. The owner of 1117, 1121, 1125, & 1129 Tay Station worked with our City Engineering Department to reroute stormwater sewer from these relatively new lots, thus making them buildable for new single family homes. City departments as well as local utility providers have reviewed the request and no longer have a need for the stormwater easement proposed for abandonment due to the relocation of the stormwater infrastructure. During their September 2022 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the abandonment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on October 19<sup>th</sup>, 2022.

The easement in question was acquired by City via a Deed of Easement dated August 25<sup>th</sup>, 1983 and recorded at Deed Book 366c Page 490. The owner has requested City abandon only that portion of the aforementioned easement which crosses owner's property. A quit claim deed will be executed by the city to the property owner for the abandoned portion of the easement.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ABANDON A SECTION OF A  
STORMWATER SEWER EASEMENT LOCATED OFF OF TAY  
STATION SITUATED IN THE CITY OF KINGSPORT, TWELFTH  
CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, City acquired an easement for the installation, operation, and maintenance of a stormwater sewer located in the 12<sup>th</sup> Civil District of Sullivan County as more particularly described in a deed of record dated August 25, 1983 recorded at Deed Book 366c Page 490 in the Office of the Sullivan County Register of Deeds; and

WHEREAS, after due investigation and careful consideration at a public meeting held on September 15<sup>th</sup>, 2022, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants abandoning that portion of stormwater sewer easement described herein, nor can any future use of the same water line easement purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on September 15<sup>th</sup>, 2022, the Kingsport Regional Planning Commission recommends to the Board of Mayor and Aldermen to abandon the stormwater sewer easement described herein; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 4<sup>th</sup> day of October 2022, and notice thereof published in the Kingsport Times-News on the 19<sup>th</sup> day of September, 2022.

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

SECTION I. The city hereby abandons that portion of the stormwater sewer easement located in the 12<sup>th</sup> Civil District of Sullivan County, Tennessee, acquired by City by deed of record in Deed Book 366c Page 490 described as follows:

BEING a twelve (12) foot strip of land lying six (6) feet either side of side of a centerline described as follows:

To find the point of beginning, COMMENCE at a concrete monument located at the intersection of the northwesterly right-of-way line of West Stone Drive (U.S. HWY 11-W) with the northeasterly right-of-way line of State Highway 23 and corner to Outside #1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property); thence along the common line of the said northeasterly right-of-way line of State Highway 23 Outside #1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property), N 59° 08' 45" W – 34.04 feet; thence across Outside #1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property), two calls as follows: N 72° 42' E - 42.25 feet to the point of intersection with "B" line; N 20° 40" W – 97.72 feet to a point in the common property line of Outside #1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property) and Outside #2 (Ed H. Street, Jr., Et. Ux. Judy R. Street property) thence across the said Outside #2 (Ed H. Street, Jr., Et. Ux. Judy R. Street property), N 20° 40' W 121.04 feet to a point in the common property line of the said Outside #2 (Ed H. Street, Jr., Et. Ux. Judy R. Street property) and Tract 1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property); to the POINT OF BEGINNING thence across the said Tract 1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property), two calls as follows: N 20° 40" W – 219.12 feet to a point; N 22° 06' E – 237.57 feet to a point in the south-westerly right-of-way line of Plantation Road said point being located S 18° 21' E – 412.46 feet, as measured along the said southwesterly right-of-way line of Plantation Road from the common corner of Tract 1 (Ed H. Street, Jr., Et. Ux. Judy R. Street property) and Model City Associates.



Being a part of the same property conveyed to Ed H. Street, Jr., and wife Judy R. Street, by deed from William T. Taff, unmarried, dated the 10<sup>th</sup> day of March 1983, and being of record in the Register's Office for Sullivan County at Blountville, Tennessee at Book 345c at Page 641 to which reference is hereby made.

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:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Enter into a Contractual Agreement and Sign All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 22-23

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

Action Form No.: AF- 294-2022  
Work Session: October 3, 2022  
First Reading: October 4, 2022

Final Adoption: **October 18, 2022**  
Staff Work By: Candace Sherer  
Presentation By: C. Sherer

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Annually, the City of Kingsport enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. Projected State operation reimbursements for the contract term is \$688,500.00. The City's total matching for this contract is \$172,125.00.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2022-2023 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$688,500
City of Kingsport	\$172,125
Total	\$860,625

The local funding for this project has been approved in the FY 22-23 City Budget.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jan*

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

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

## ORDINANCE NO.

AN ORDINANCE TO AMEND URBAN MASS TRANSIT  
CAPITAL/GRANT FUND BUDGET FOR THE YEAR ENDING  
JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

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

SECTION I. That the Urban Mass Transit Capital/Grant Fund budget be increased by appropriating funds received from the Tennessee Department of Transportation in the amount of \$688,500 and matching funds from the General Fund in the amount of \$172,125 to the Transit CARES Grant project (FTA022) and by appropriating \$100,000 to the Bus Fares TN-90-X150 line (123-0000-365.20-09), \$65,000 to the ADA Paratransit line (123-0000-365.21-00) and \$140,000 to the Rental of Land and Building line (123-0000-368.15-00) to the Transit CARES Grant project (FTA022).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Urban Mass Transit Fund: 123</b>			
<b>FY22 Operations Grant (FTA022)</b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	3,084,174	688,500	3,772,674
123-0000-365.20-09 Bus Fares TN-90-X150	0	100,000	100,000
123-0000-365.21-00 ADA Paratransit	0	65,000	65,000
123-0000-368.15-00 Rental of Land & Building	0	140,000	140,000
123-0000-391.01-00 From General Fund	369,800	172,125	541,925
<b>Totals:</b>	<b>3,453,974</b>	<b>1,165,625</b>	<b>4,619,599</b>
<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
123-5901-602.10-10 Salaries & Wages	1,688,390	523,337	2,211,727
123-5901-602.10-11 Overtime	52,400	61,047	113,447
123-5901-602.10-20 Social Security	187,670	(20,000)	167,670
123-5901-602.10-30 Group Health Insurance	214,320	102,155	316,475
123-5901-602.10-41 TCRS Retirement	122,910	58,502	181,412
123-5901-602.10-43 ICMA Retirement	70,430	51,292	121,722
123-5901-602.10-50 Life Insurance	3,010	932	3,942
123-5901-602.10-52 Long Term Disability Ins	3,360	631	3,991
123-5901-602.10-60 Workmen's Compensation	40,770	(35,000)	5,770
123-5901-602.10-61 Unemployment Insurance	2,480	520	3,000
123-5901-602.20-10 Advertising & Publication	5,000	0	5,000
123-5901-602.20-11 Printing & Binding	11,250	8,000	19,250
123-5901-602.20-20 Professional/Consultant	57,000	0	57,000
123-5901-602.20-21 Accounting & Auditing	6,000	0	6,000
123-5901-602.20-30 Electric Service	25,600	25,600	51,200
123-5901-602.20-33 Water and Sewer	6,000	0	6,000
123-5901-602.20-34 Telephone	15,600	0	15,600
123-5901-602.20-36 Natural Gas	6,000	1,267	7,267

123-5901-602.20-40	Travel Expense	17,400	0	17,400
123-5901-602.20-41	Registration Fees/ Tuition	7,800	0	7,800
123-5901-602.20-42	Personal Vehicle Reimburs	600	0	600
123-5901-602.20-43	Dues & Memberships	13,500	13,500	27,000
123-5901-602.20-44	Literature/ Subscriptions	2,100	2,100	4,200
123-5901-602.20-45	Training	7,800	0	7,800
123-5901-602.20-52	Medical Services	2,100	0	2,100
123-5901-602.20-54	Machinery/ Equip Rental	9,600	6,086	15,686
123-5901-602.20-55	Repairs & Maintenance	56,400	0	56,400
123-5901-602.20-56	Repairs & Maint-Vehicles	270,000	440,000	710,000
123-5901-602.20-69	Stormwater Fee Expense	600	3,037	3,637
123-5901-602.20-75	Temporary Employees	36,600	(25,000)	11,600
123-5901-602.20-99	Miscellaneous	247,004	100,000	347,004
123-5901-602.30-10	Office Supplies	13,500	0	13,500
123-5901-602.30-11	Postage	1,500	0	1,500
123-5901-602.30-12	Food	3,300	0	3,300
123-5901-602.30-20	Operating Supplies & Tool	23,100	0	23,100
123-5901-602.30-22	Maintenance Supplies	18,200	0	18,200
123-5901-602.30-26	Sign Parts & Supplies	3,900	0	3,900
123-5901-602.30-29	Clothing & Uniforms	15,600	0	15,600
123-5901-602.30-44	Motor Pool Charges	1,200	0	1,200
123-5901-602.30-68	Covid-19	0	7,729	7,729
123-5901-602.40-68	Covid-19	0	7,690	7,690
123-5901-602.50-10	Buildings	6,180	0	6,180
123-5901-602.50-26	Vehicle Ins Chgd by FLM	7,800	2,200	10,000
123-5902-602.20-56	Repair & Maint-Vehicles	170,000	(170,000)	0
<b>Totals:</b>		<b>3,453,974</b>	<b>1,165,625</b>	<b>4,619,599</b>

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:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY '23 Grant

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

Action Form No.: AF-292-2022  
 Work Session: October 3, 2022  
 First Reading: October 4, 2022

Final Adoption: **October 18, 2022**  
 Staff Work By: Capt. Randall Gore  
 Presentation By: Chief Phipps

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

On April 5, 2022 via AF-71-2022, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Grant. We have been notified that we were approved for \$44,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime and the purchase of traffic safety equipment.

There are no matching fund requirements.

#### **Attachments:**

1. Budget Ordinance

Funding source appropriate and funds are available: *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: *gm*

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$44,000 to the TN Highway Safety Office Grant project (NC2307) to enforce traffic safety. No matching funds are required.

**Account Number/Description:**

**Fund 111: General Project/Special Rev**

**Fund**

**TN Highway Safety Office Grant (NC2307)**

**Revenues:**

111-0000-337.60-10 Safety/Homeland Security

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	44,000	44,000
<b>0</b>	<b>44,000</b>	<b>44,000</b>

**Expenditures:**

111-0000-601.10-11 Overtime

111-0000-601.10-20 Social Security

111-0000-601.10-30 Health Insurance

111-0000-601.10-41 TCRS Retirement

111-0000-601.10-43 ICMA/Retirement

111-0000-601.10-50 Life Insurance

111-0000-601.10-52 Long Term Disability

111-0000-601.10-60 Workmen's Comp

111-0000-601.10-61 Unemployment Ins.

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	30,000	30,000
0	3,520	3,520
0	535	535
0	7,200	7,200
0	2,135	2,135
0	130	130
0	80	80
0	270	270
0	130	130
<b>0</b>	<b>44,000</b>	<b>44,000</b>

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:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:  
PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY '23 Coordinator Grant

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

Action Form No.: AF-293-2022  
Work Session: October 3, 2022  
First Reading: October 4, 2022

Final Adoption: October 18, 2022  
Staff Work By: Capt. Randall Gore  
Presentation By: Chief Phipps

### Recommendation:

Approve the Ordinance.

### Executive Summary:

On April 5, 2022 via AF-73-2022, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Coordinator grant. We have been notified that we were approved for \$20,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized to pay for Officer Matt McGuire's travel/training to various traffic related workshops and conferences. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

### Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *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: *202*

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



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$20,000 to the THSO Coordinator Grant project (NC2308) to enforce traffic safety. No matching funds are required.

**Account Number/Description:**

**Fund 111: General Project/Special Rev Fund**  
**THSO Coordinator Grant (NC2308)**

**Revenues:**

111-0000-337.60-10 Safety/Homeland Security

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	20,000	20,000
<b>0</b>	<b>20,000</b>	<b>20,000</b>

**Expenditures:**

111-0000-601.10-11 Overtime  
111-0000-601.10-20 Social Security  
111-0000-601.10-30 Health Insurance  
111-0000-601.10-41 TCRS Retirement  
111-0000-601.10-50 Life Insurance  
111-0000-601.10-52 Long Term Disability  
111-0000-601.10-60 Workmen's Comp  
111-0000-601.10-61 Unemployment Ins.  
111-0000-601.20-40 Travel Expense  
111-0000-601.20-41 Registration Fees/Tuition  
111-0000-601.30-20 Operating Supplies & Tool

***Totals:***

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	450	450
0	40	40
0	50	50
0	120	120
0	30	30
0	20	20
0	50	50
0	40	40
0	1,500	1,500
0	1,500	1,500
0	16,200	16,200
<b>0</b>	<b>20,000</b>	<b>20,000</b>

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:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_  
PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### **Budget Adjustment Ordinance for Various Funds in FY23**

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

Action Form No.: AF-307-2022  
 Work Session: October 3, 2022  
 First Reading: October 4, 2022

Final Adoption: **October 18, 2022**  
 Staff Work By: John Morris  
 Presentation By: C. McCartt

### **Recommendation:**

Approve the Ordinance.

### **Executive Summary:**

The General Project/Special Revenue Fund is being increased by accepting a Assistance to Firefighters Grant from FEMA in the amount of \$353,293.00 to the Technical Rescue Grant project (NC2310).

The Library Governing Board Fund is being increased by accepting a donation for the purchase of a computer for the Library Archives from the Friends of the Library in the amount of \$889.00 to the Contributions From Non-Profit Groups line (137-0000-364.30-00) and to the Office Supplies line (137-4542-476.30-10).

The Water Project Fund is being amended by transferring \$500,000.00 from the Master Water Plan Upgrades project (WA2204) to the Meter Replacements project (WA2008) for the replacement of Water meters.

The Meadowview Project Fund be amended by transferring \$162,500.00 from the Meadowview Roof project (MV2000) to the Meadowview Equipment project (MV2300) for the purchase of chiller units. This expense is split with Eastman.

### **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	—	—	—
Oltzman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund be increased by accepting a Assistance to Firefighters Grant from FEMA in the amount of \$353,293 to the Technical Rescue Grant project (NC2310).

SECTION II. That the Library Governing Board Fund be increased by accepting a donation for the purchase of a computer for the Library Archives from the Friends of the Library in the amount of \$889 to the Contributions From Non-Profit Groups line (137-0000-364.30-00) and to the Office Supplies line (137-4542-476.30-10).

SECTION III. That the Water Project Fund be amended by transferring \$500,000 from the Master Water Plan Upgrades project (WA2204) to the Meter Replacements project (WA2008) for the replacement of Water meters.

SECTION IV. That the Meadowview Project Fund be amended by transferring \$162,500 from the Meadowview Roof project (MV2000) to the Meadowview Equipment project (MV2300).

**Fund 111: General Projects-Special Rev Fund**

**Technical Rescue Grant (NC2310)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.31-04 Assist To Firefighters	0	353,293	353,293
<b>Totals</b>	<b>0</b>	<b>353,293</b>	<b>353,293</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.10-10 Salaries & Wages	0	160,000	160,000
111-0000-601.10-11 Overtime	0	8,050	8,050
111-0000-601.10-20 Social Security	0	12,480	12,480
111-0000-601.10-30 Group Health Ins	0	4,640	4,640
111-0000-601.10-42 TCRS Hybrid Retirement	0	13,600	13,600
111-0000-601.10-50 Life Insurance	0	320	320
111-0000-601.10-52 Long Term Disability	0	310	310
111-0000-601.10-60 Workmen's Comp	0	600	600
111-0000-601.20-20 Professional/Consultant	0	104,800	104,800
111-0000-601.20-53 Machinery/Equipment Rental	0	12,000	12,000
111-0000-601.30-20 Operating Supplies & Tools	0	36,493	36,493
<b>Totals</b>	<b>0</b>	<b>353,293</b>	<b>353,293</b>

**Fund 137: Library Governing Board****Revenues:**

137-0000-364.30-00 From Non-Profits

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	889	889
<b>Totals</b>	<b>0</b>	<b>889</b>	<b>889</b>

**Expenditures:**

137-4542-476.30-10 Office Supplies

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	611	889	1,500
<b>Totals</b>	<b>611</b>	<b>889</b>	<b>1,500</b>

**Fund 451: Water Project Fund****Master Water Plan Upgrades (WA2204)****Expenditures:**

451-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,495,700	(500,000)	995,700
<b>Totals</b>	<b>1,495,700</b>	<b>500,000</b>	<b>995,700</b>

**Expenditures:**

451-0000-605.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,495,700	(500,000)	995,700
<b>Totals</b>	<b>1,495,700</b>	<b>500,000</b>	<b>995,700</b>

**Meter Replacements (WA2008)****Expenditures:**

451-0000-391.05-48 GO Bonds Series 2018 B

451-0000-391.05-56 Series 2019 GO Improvment

451-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	404,600	0	404,600
	2,595,400	0	2,595,400
	0	500,000	500,000
<b>Totals</b>	<b>3,000,000</b>	<b>500,000</b>	<b>3,500,000</b>

**Expenditures:**

451-0000-605.20-22 Construction Contracts

451-0000-605.20-23 Arch/Eng/Landscaping Serv

451-0000-605.30-20 Operating Supplies &amp; Tool

451-0000-605.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	500,000	(93,689)	406,311
	0	71,310	71,310
	35,000	22,379	57,379
	2,465,000	500,000	2,965,000
	<b>3,000,000</b>	<b>500,000</b>	<b>3,500,000</b>

**Fund 454: Meadowview Project Fund****Meadowview Roof (MV2000)****Expenditures:**

454-0000-391.05-56 Series 2019 GO Improvement

454-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	350,000	0	350,000
	902,133	(162,500)	739,633
<b>Totals</b>	<b>1,252,133</b>	<b>(162,500)</b>	<b>1,089,633</b>

**Expenditures:**

454-0000-601.20-22 Construction Contracts

454-0000-601.20-23 Arch/Eng/Landscaping Serv

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,196,989	(162,500)	1,034,489
	55,144	0	55,144
<b>Totals</b>	<b>1,252,133</b>	<b>500,000</b>	<b>1,089,633</b>

**Meadowview Equipment (MV2300)**

**Expenditures:**

454-0000-391.05-69 GO Bonds Series 2021

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	162,500	162,500
<b>Totals</b>	<b>0</b>	<b>162,500</b>	<b>162,500</b>

**Expenditures:**

454-0000-601.90-03 Improvements

	\$	\$	\$
	0	162,500	162,500
<b>Totals</b>	<b>0</b>	<b>162,500</b>	<b>162,500</b>

SECTION V. 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:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:  
PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Appropriate \$7,035 from the USDOJ/Office of Justice Programs, FY '22 Bulletproof Vest Partnership Funding

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

Action Form No.: AF-310-2022  
 Work Session: October 3, 2022  
 First Reading: October 4, 2022

Final Adoption: October 18, 2022  
 Staff Work By: Capt. Randall Gore  
 Presentation By: Chief Dale Phipps

### Recommendation:

Approve the Budget Ordinance.

### Executive Summary:

On May 17, 2022 via AF-136-2022, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved for \$7,035 in reimbursements for vest expenditures. A fifty percent match is required and the match is provided from the police department operating budget.

### Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC2309) in the amount of \$7,035 and requires a 50% local match of \$7,035 which is provided for in the Police Department operating budget.

**Account Number/Description:****Fund 111: General Project-Special Revenue**  
**Bullet Proof Vest Project (NC2309)****Revenues:**

111-0000-331.38-00 U.S. Dept. of Justice  
111-0000-391.01-00 From General Fund

**Totals:**

<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
0	7,035	7,035
0	7,035	7,035
<b>0</b>	<b>14,070</b>	<b>14,070</b>

**Expenditures:**

111-3020-442.30-20 Operating Supplies & Tools

**Totals:**

<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
0	14,070	14,070
<b>0</b>	<b>14,070</b>	<b>14,070</b>

**Fund 110: General Fund****Expenditures:**

110-3030-443.30-25 Safety Supplies  
110-4804-481.70-35 General Proj-Spec Rev

**Totals:**

<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
10,000	(7,035)	2,965
3,535,000	7,035	3,542,035
<b>3,545,000</b>	<b>0</b>	<b>3,545,000</b>

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:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:  
PASSED ON 2ND READING:





## AGENDA ACTION FORM

### Appropriate \$26,137 from the Department of Justice, Office of Justice Program's FY '22 Edward Byrne Memorial Justice Assistance Grant Program

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

Action Form No.: AF-312-2022  
Work Session: October 3, 2022  
First Reading: October 4, 2022

Final Adoption: October 18, 2022  
Staff Work By: Capt. Randall Gore  
Presentation By: Chief Dale Phipps

#### Recommendation:

Approve the Budget Ordinance.

#### Executive Summary:

On July 19, 2022 via AF-204-2022, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a grant from the Department of Justice FY '22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. We have been notified that we were approved for \$26,137 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

#### Attachments:

- Budget Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Justice Assistant Grant Fund budget be amended by appropriating grant funds received from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) in the amount of \$26,137 to the Justice Assist/Technology project (JG2300) to purchase equipment and/or technology improvements. No matching funds are required.

**Fund 134: Justice Assist Grant Fund**  
**Justice Assist/Technology (JG2300)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
134-0000-331.45-37 BUREAU OF JUSTICE / JAG	0	26,137	26,137
<b><i>Totals:</i></b>	<b>0</b>	<b>26,137</b>	<b>26,137</b>
<b><u>Expenditures:</u></b>			
134-3030-443.90-06 PURCHASES \$5,000 & OVER	0	26,137	26,137
<b><i>Totals:</i></b>	<b>0</b>	<b>26,137</b>	<b>26,137</b>

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:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Authorizing the City Manager to Issue a Purchase Order to FL Smidth for Repair of Wastewater Plant Centrifuge

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

Action Form No.: AF-319-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Tom Hensley  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the resolution.

#### Executive Summary:

The wastewater treatment plant relies on three centrifuges to dewater sludge for landfill disposal. The #1 centrifuge experienced feed tube failure that caused internal centrifuge damage. The centrifuge hydraulic backdrive has also been in use for 20 years and in need of rehabilitation.

These centrifuges are critical to the operation of the wastewater treatment plant and each unit is essential to ensure there are redundancies in the infrastructure so that operations can continue in the event any single unit must be taken offline. At times solids become impacted within the centrifuge bowl which causes down time for that unit. Should all three centrifuges become inoperable the wastewater treatment plant would be unable to process solids which in turn could cause an overflow of solids from the wastewater system. An overflow would result in a violation of the city's NPDES as well as affect the immediate health, safety and general welfare of the city.

Due to the size and nature of the work the centrifuge must be sent out for evaluation and repair, making it impractical to get multiple quotes. The wastewater treatment plant has utilized FL Smidth to performed centrifuge repairs for over 20 years. While FL Smidth has an office in Kingsport the repair shop is located in Fraziers Bottom, West Virginia. The FL Smidth evaluation indicated internal damage and recommended refurbishment of the hydraulic backdrive in addition to the rotating assembly repair. The complete repair cost is \$71,798.00.

Funding is available in wastewater treatment plant operating budget.

#### Attachments:

1. Resolution
2. Centrifuge Pictures
3. Centrifuge Evaluation

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 FOR FL SMIDTH FOR REPAIR  
OF THE WASTEWATER PLANT CENTRIFUGE

WHEREAS, the wastewater treatment plant utilizes three centrifuges to dewater sludge for landfill disposal, and recently the #1 centrifuge experienced feed tube failure that caused the centrifuge rotating assemble damage; and

WHEREAS, these centrifuges are critical to the operation of the wastewater treatment plant and each unit is essential to ensure there are redundancies in the infrastructure so that operations can continue in the event any single unit must be taken offline; and

WHEREAS, should all three centrifuges become inoperable for any reason the wastewater treatment plant would be unable to process solids which in turn could cause an overflow of solids from the wastewater system resulting in a violation of the city's NPDES as well as affect the immediate health, safety and general welfare of the city; and

WHEREAS, the FL Smidth evaluation indicated internal damage and recommended refurbishment of the hydraulic backdrive in addition to the rotating assembly, at complete repair cost of \$71,798.00.

WHEREAS, funding is available in wastewater treatment plant operating budget.

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 FL Smidth, for the refurbishment of the hydraulic backdrive in addition to the bowl repair of the centrifuge at the wastewater plant in the amount of \$71,798.00.

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 18th day of October, 2022.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



## WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

### Memo

To: Chris McCartt, City Manager  
From: Tom Hensley, Assistant Utility Director W/WW Facilities Manager  
Date: October 6, 2022  
Re: FL Smidth - WWTP Centrifuge Repair

The wastewater treatment plant utilizes three centrifuges to dewater sludge for landfill disposal. The #1 centrifuge feed tube failure caused internal damage to the centrifuge rotating assembly. The centrifuge hydraulic backdrive had also been in use for 20 years and in need of rehabilitation.

These centrifuges are critical to the operation of the wastewater treatment plant and each unit is essential to ensure there are redundancies in the infrastructure so that operations can continue in the event any single unit must be taken offline. At times solids become impacted within the centrifuge bowl which causes down time for that unit. Should all three centrifuges become inoperable the wastewater treatment plant would be unable to process solids which in turn could cause an overflow of solids from the wastewater system. An overflow would result in a violation of the City's NPDES as well as affect the immediate health, safety and general welfare of the City. Currently only one centrifuge is fully operational.

Due to the size and nature of the work the centrifuge must be sent out for evaluation and repair, making it impractical to get multiple quotes. The wastewater treatment plant has utilized FL Smidth to performed centrifuge repairs for over 20 years. FL Smidth's office is located in Kingsport. The repair shop is located in Fraziers Bottom, W. Virginia. The FL Smidth evaluation indicated internal damage and recommended refurbishment of the hydraulic backdrive in addition to the rotating assembly repair. The complete repair cost is \$71,798.00.

If you are in agreement with this recommendation your signature of approval is needed. This memo will be included with AF 319-2022 to be considered for approval at the October 18, 2022 Board of Mayor and Alderman Meeting. Please feel free to contact me should you have any questions.

Approved

Date

10-14-22



## WWTP Centrifuges



Centrifuge #1 Out of Service





Phone: +1 304 937 4600  
Fax: +1 304 937 4609

FLSmidth Inc.  
16002 Winfield Road  
Frazier's Bottom  
WV 25082 USA

Tax ID: 23-0606560

Quote Number: 24166

Rev.

## Quotation

Page: 1 of 2

### Quote To:

CITY OF KINGSFORT TN  
225 WEST CENTER STREET  
KINGSFORT TN 37660  
United States of America

Phone: (423) 367-8888

Fax:

Email:

### Ship To:

City of Kingsport, TN  
620 West Industrial Dr.  
Kingsport, TN 37660-4237  
United States of America

Sales Person: Chris Gouge

Sales Phone: +1 423 283 6035

Sales Email: Chris.Gouge@flsmidth.com

Sales Fax: +1 423 283 6016

Quoted By: Chris Gouge

Date: 10/03/2022

Expires: 10/17/2022

All prices quoted are exclusive of taxes and charges.

United States Dollars

Line	Part Number	Description	Rev	Drawing
1	4900R	Estimate for Rotor Repair		
		<u>Lead Time</u>	TBD	
		Quantity	Unit Price	Discount
		1.00	37,750.00	0.00
				Net Price
				37,750.00 USD
Line	Part Number	Description	Rev	Drawing
2	VISC	Estimate for Viscotherm Repair		
		<u>Lead Time</u>	TBD	
		Quantity	Unit Price	Discount
		1.00	34,048.00	0.00
				Net Price
				34,048.00 USD
		<b>TOTAL:</b>		<b>71,798.00 USD</b>

# TERMS AND CONDITIONS FOR SALE OF PARTS AND COMPONENTS



## 1. DEFINITIONS

- (a) "FLS" means the FLSmidth entity that is providing the offer  
 (b) "Buyer" means the purchaser, its representatives and/or its agents  
 (c) "Equipment" means any equipment, machinery, parts, components, materials or services provided for in this offer and any contract resulting therefrom

## 2. CONTROLLING TERMS AND CONDITIONS:

- (a) This offer, including these terms and conditions, and any contract resulting from, arising out of, or connected with this offer, shall constitute the complete agreement between FLS and Buyer (the "Contract"), regardless of any rejection or statement to the contrary in any document, which rejection, statement, and all additional or different terms or conditions, are rejected unless expressly accepted in writing by an authorized FLS representative. No course of dealing, usage of trade or course of performance may be used to imply or add terms or conditions to the contract or amend the terms or conditions of the contract. Any conduct which recognizes the existence of a contract shall constitute acceptance by both parties of the terms and conditions stated herein. The Contract may only be amended by a written Change Order signed by both parties.  
 (b) Unless otherwise stated in this offer, or withdrawn or modified by FLS at an earlier date, the offer is valid for thirty days from its date of issue. FLS reserves the right to withdraw or change the terms of this offer at any time before a contract is made.  
 (c) Notwithstanding anything to the contrary, FLS' obligation under the Contract shall not commence until the date when (1) any down payment required in the offer has been received by FLS, and (2) any Letter of Credit or other security as required in the offer has been received by FLS. If the above conditions are not satisfied within thirty-one days of the date in which the Contract is signed or a purchase order for the Equipment is issued, FLS may, at its option, either renegotiate the Contract price and terms of Contract or terminate the Contract and have no further obligations to the Buyer.  
 (d) Article headings are provided for convenience and are not to be used in construing this Contract.

## 3. TAXES

All prices quoted herein are exclusive of all sales, use, value added, excise, import, privilege, personal property or other taxes or duties occasioned by the manufacture, shipment, sale, lease, possession, ownership or use of the Equipment. Buyer shall pay such taxes to FLS or to public authorities, as required.

## 4. TITLE AND RISK OF LOSS

Unless expressly provided otherwise in this offer, title to Equipment furnished hereunder shall pass only on receipt of payment in full by FLS. Risk of loss to Equipment shall pass at EX Works point of shipment (per Incoterms 2010), even in cases wherein freight may be prepaid or allowed to destination by FLS.

## 5. FREIGHT

Freight when allowed in FLS offers, is estimated at the most economical rate for the method of shipment specified to the given destination and the actual cost will be invoiced to and paid by the Buyer, in addition to the Contract price. Any claims for loss, damage or shortage in transportation must be filed immediately by Buyer against the carrier, as all Equipment is shipped at Buyer's risk.

## 6. SERVICES

The Equipment shall be installed and commissioned by the Buyer at Buyer's expense. If installation or commissioning advisory services are provided, such services shall be governed by FLS' Standard Terms and Conditions of Technical Advisory Service.

## 7. SAFETY DEVICES

FLS shall not be required to furnish or be responsible for safety devices or regulations except those which are expressly provided for herein. Buyer shall install and operate the Equipment in accordance with all applicable laws, codes, and regulation.

## 8. RETURNED EQUIPMENT/ EXCESS QUANTITIES

Equipment may not be returned except by prior written authorization by an authorized FLS representative, and when so returned, will be subject to a handling and restocking charge, plus transportation cost.

## 9. DELIVERY/EXTENSION OF TIME

- (a) FLS will make every reasonable effort to meet scheduled delivery dates, however, Buyer hereby acknowledges and agrees that FLS is not liable for damages due to any failure to meet such scheduled delivery dates and no such failure to meet scheduled dates shall be sufficient cause for cancellation.  
 (b) Scheduled completion or delivery dates shall be extended for delays due to any cause beyond FLS' reasonable control, including, without limitation, governmental actions or orders, embargoes, terrorism and the impacts thereof, defective materials including defective castings, default or delay of subcontractors or suppliers, delays in transportation, labor disputes, fires, floods, inability to obtain fuel, labor or materials, riots, acts of God, and all other such causes which delay performance by FLS or any of its suppliers or subcontractors.

## 10. LIMITED WARRANTY

- (a) FLS warrants that Equipment is free from defects in material and workmanship for one (1) year from date of shipment, if properly erected, installed, maintained and operated in accordance with FLS' instructions and good industry practice, excluding ordinary wear, corrosion, erosion, chemical or abrasive action, excessive heat, improper lubrication, improper or extended storage prior to start-up, or application outside the design limitations of said Equipment.  
 (b) FLS agrees to repair or, at FLS' option, replace, EX Works original point of shipment any Equipment which proves during the warranty period to contain defective material or workmanship, if written notice is given to FLS within two (2) calendar weeks of discovery.

(c) The warranties and limitations of remedy and liability set forth in this Contract shall be exclusive, in lieu of, and exclude all other warranties (except of title), whether express, implied, statutory, at law or in equity. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF PURPOSE, PERFORMANCE OR OTHERWISE.

## 11. TERMS OF PAYMENT

- (a) Invoices shall be payable in accordance with the terms of payment described in FLS' offer, under such financial guarantee of payment as FLS may require. If shipment is delayed through no fault of FLS, date of readiness for shipment shall be deemed to be date of shipment for payment purposes. If manufacture is delayed by Buyer, payment shall be made based on Contract price and percentage of completion at time of such delay, with the balance payable in accordance with the Contract terms stated.  
 (b) Terms of payment are subject to FLS' approval at the time order is accepted and again prior to delivery. If in FLS' judgment Buyer's credit position changes after the date hereof, FLS reserves the right to refuse to deliver except for cash without being liable for breach of contract either in whole or in part.  
 (c) Invoices are payable in accordance with the terms of payment described above. If discrepancies exist, full payment of the invoices will be made within the prescribed time and adjustments for proven discrepancies made as soon as practicable. Invoices under this Contract shall be completely independent of all other contracts between the parties and all payments due to FLS hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed due from FLS to Buyer on account of any other transaction or claim.  
 (d) If any payment is not then current within the specified time, interest will be charged at the prime rate of Citibank, New York, N.Y., or at the maximum legal rate permitted, whichever is lower, with interest computed and due monthly.  
 (e) If Buyer fails to fulfill the terms of payment or other terms and conditions hereof, FLS may, at its option, cease performance, defer further shipments to Buyer or cancel the unshipped balance of this Contract and all other Buyer's contracts then unfulfilled. FLS reserves the right in the event of Buyer's default to reclaim at Buyer's cost any items described herein. All rights of FLS shall be cumulative and in addition to any other rights conferred by law.

## 12. INDEMNIFICATION:

Each Party shall indemnify the other from any and all third-person claims for damages, losses, costs and expenses directly resulting from personal injury to or death of any person, and damage to tangible third-person property, to the extent such injury, death or damage is directly caused by the negligence, gross negligence or willful misconduct of the indemnifying party.

## 13. LIABILITY

- (a) This Contract sets forth the sole and exclusive remedies available to the Buyer. FLS' liabilities are limited as set forth herein. FLS has not granted or assumed any other warranties, guarantees, duties, liabilities, or obligations, either express, implied, statutory, at law or in equity. No breach of warranty or of contract or failure by FLS to fulfill any other conditions of this Contract shall constitute a failure of the essential purpose of the exclusive limited remedies.  
 (b) FLS shall under no circumstances be liable for loss of profits, anticipated revenue, interest, loss of use, loss by reason of plant shutdown or non-operation, cost of substitute power, equipment, facilities or services, additional usage of fuel or utilities, cost of removal of defective equipment and installation of conforming or non-defective equipment, delays of installation of the work or completion of the project or plant, demurrage, fines or penalties imposed by governmental authorities or claims of Buyer or its customer for such damages, or for any special, incidental, indirect, exemplary, or consequential damages, whether or not such loss or damage is based in contract, warranty, tort (including negligence or strict liability), indemnity or otherwise.  
 (c) FLS' maximum aggregate liability for loss or damage arising under, resulting from or in connection with the supply or use of the Equipment provided under this Contract, or from the performance or breach of any obligation(s) imposed hereunder, whether such liability arises from any one or more claims or actions for breach of contract, tort (including negligence or strict liability), delayed completion, warranty, indemnity or otherwise, shall be limited to ten percent (10%) of the Contract price, and all liability shall terminate on the expiration of the warranty period set forth in Article 10 above.

## 14. GOVERNING LAW AND FORUM

- (a) The Contract shall be governed by and construed in accordance with the laws of the state in which FLS is located (Arizona for FLSmidth Krebs Inc., Idaho for FLSmidth Boise, Inc., Illinois for Excel Foundry and Machine, Inc., Nebraska for FLSmidth Sioux City, Inc., Pennsylvania for FLSmidth Inc., FLSmidth Pfister, Inc., General-Fuller International Corp. and Fuller International Inc., Utah for FLSmidth Salt Lake City, Inc., and Washington for FLSmidth Spokane, Inc.), notwithstanding the result that otherwise may arise from application of the conflict of law rules of any competent jurisdiction. The parties expressly waive application and jurisdiction of the UN Convention on the International Sale of Goods.  
 (b) All disputes and claims between the parties concerning, arising from or relating in any way to the Contract that cannot be settled by good faith discussion, shall be resolved through binding arbitration by the American Arbitration Association ("AAA") pursuant to the AAA's Construction Industry Arbitration Rules in effect at the time The arbitration shall be held in New York, New York. The arbitrators shall have no right to add to, subtract from or modify any of the provisions of this Contract. The arbitration award shall not be appealable or subject to recourse to or review by any court or other arbitration panel.





## AGENDA ACTION FORM

### **Award Purchase for One (1) Freightliner Articulating Brush Loader Utilizing Sourcewell Cooperative Purchasing Agreement**

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

Action Form No.: AF-321-2022  
Work Session: October 17, 2022  
First Reading: N/A

Final Adoption: October 18, 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 One (1) Freightliner Articulating Brush Loader from CMI Equipment utilizing Sourcewell Cooperative Purchasing Agreement #040621-PII for use by Public Works Department. The delivery from the dealership to the agency is included in the total price of \$204,989.00. Estimated delivery time is summer 2023.

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.

Funding is identified in Project/Account # 51150085019010 & DL2202 45500006019004

#### **Attachments:**

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

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]*

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CMI EQUIPMENT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 040621-PII FOR ONE FREIGHTLINER ARTICULATING BRUSH LOADER FOR USE BY THE PUBLIC WORKS DEPARTMENT

WHEREAS, staff recommends the purchase one (1) Freightliner Articulating Brush Loader from CMI Equipment utilizing Sourcewell Cooperative Purchasing Agreement #040621-PII for use by Public Works 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 vehicles manufactured for a special purpose; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to CMI Equipment, in the amount of \$204,989.00; and

WHEREAS, funding for this equipment is available in Project/Account # 51150085019010 & DL2202 45500006019004.

Now therefore,

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

SECTION I. That the board finds that the Freightliner Articulating Brush Loader is a vehicle manufactured for a special purpose.

SECTION II. That the city manager is authorized to execute a purchase order to CMI Equipment for one (1) Freightliner Articulating Brush Loader from CMI Equipment utilizing Sourcewell Cooperative Purchasing Agreement #040621-PII for use by Public Works Department in the amount of \$204,989.00.

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 18th day of October 2022.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



**FLEET MAINTENANCE DEPARTMENT**  
**City of Kingsport**

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**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** October 6, 2022  
**Re:** Purchase Recommendation Articulating Brush Loader

---

It is the recommendation of this office to purchase one Freightliner Articulating Brush Loader for the Public Works Department utilizing the Sourcewell Contract pricing of \$204,989.00. This unit meets the expectations of the department and will fulfill the requirements of their operational needs. The Sourcewell Contract ID# 040621-PII allows a municipality to purchase off of the Sourcewell Contract pricing. A copy of the Sourcewell Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2023 Freightliner Articulating Brush Loader	CMI Equipment	5 City/7 Hwy

The Sourcewell offering was reviewed by, Rodney Deel, and he is in agreement with this recommendation.

**Fuel Economy Improvement**

0%

Fuel economy will be equivalent to the units we have in our current fleet.

**Sourcewell Contract Number 040621-PII**

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

Thank you.



**CMI Equipment Sales, Inc.****P.O. Box 1528****Goodlettsville, TN 37070****www.cmiequip.com 615-227-7800****QUOTE - DO NOT PAY**

Quote: 01-3919

Date: 9/27/2022

Valid through: 11/5/2022

PO:

CustId: C/ KINGSPORT

Cust Email: AP@KINGSPORTTN.GOV

Phone: (423) 229-9400

Salesperson: BarryM

User: KenE

Bill To:

City of Kingsport  
415 BROAD ST.  
Kingsport, TN 37660

Ship To:

City of Kingsport

Sourcewell Contract #040621-PII  
Estimated delivery time is June - July 2023

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
TL3	QU	<b>Petersen TL3</b>	1.0000		\$204,989.00		
		PT - Mounted on 2023 Freightliner M2 106					
		Chassis: Cummins B6.7 300HP 660LB Torque, Allison 3500RDS					
		Dump Body: Body Color: Black					
		Dump Body: Amber LED Flashers in Rear Corner Post					
		Dump Body: ANSI Z245 Package					
		Dump Body: Model HDX-2030 Hardox Body 1/8" Sides, 3/16" Floor					
		Dump Body: Standard Barn Doors for Body					
		Dump Body: Wire Loom for Body Wiring					
		Dump Body: LED type Body Lights, 15 EA.					
		Loader: HDHI Outrigger Strobe					
		Loader: Grating Heat Shield					
		Loader: Flash Drive Manual					
		Loader: Tandem Pump in Lieu of Single 18 GMP					
		Loader: Single Color PI Orange					
		Loader: Hose Guards-Head & Valve Bank					
		Loader: Pilot Hydraulic Joysticks for Dual Walk-thru					
		Loader: Heavy Duty Swing Motor					
		Loader: Standard Bucket 60"					
		Loader: Boom-Up Warning Light/Audible Alarm					
		Loader: Standard Height Pedestal					
		Loader: HD Control Box; Throttle Engine Kill & Horn					
		<b>Total TL3</b>					\$204,989.00
						<b>Total:</b>	\$204,989.00

Totals							
					<b>Sub Total:</b>		\$204,989.00
					<b>Total Tax:</b>		\$0.00
					<b>Invoice Total:</b>		\$204,989.00



**Solicitation Number: RFP #040621**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (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 Bulk Solid Waste and Recycling Equipment 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 (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 June 2, 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.

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 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 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, 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. 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. Sourcewell, 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 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 payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell'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; 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. 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") 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, 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.

#### **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 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. *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.

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/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **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 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.

## **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.

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.

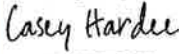
## 22. CANCELLATION

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

Petersen Industries, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/26/2021 | 2:52 PM CDT

DocuSigned by:  
  
By: 9A68D6BB7A324C5...  
Casey Hardee  
Title: President/CEO  
Date: 5/26/2021 | 10:46 AM PDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 5/26/2021 | 7:51 PM CDT

## RFP 040621 - Bulk Solid Waste and Recycling Equipment

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### Vendor Details

Company Name: Petersen Industries, Inc.  
4000 State Road 60 W  
Address: LAKE WALES, FL 33859  
Contact: Casey Hardee  
Email: chardee@petersenind.com  
Phone: 863-676-1493 257  
Fax: 813-478-1454  
HST#: 59-2979951

### Submission Details

Created On: Friday February 19, 2021 12:44:13  
Submitted On: Monday March 29, 2021 15:22:54  
Submitted By: Casey Hardee  
Email: chardee@petersenind.com  
Transaction #: 9d573344-e8dc-40e7-866a-e3d93fae21d1  
Submitter's IP Address: 73.255.132.23

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" 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):	Petersen Industries, Inc.
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859
3	Proposer website address:	www.petersenind.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):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.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>Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States.</p> <p>Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container.</p> <p>What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed, machined and manufactured in-house. This includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!</p>

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcewell for over 10 years. It has become our go-to strategy for selling our equipment with every new and existing customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our 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.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than \$5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
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?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly by Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract.
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.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

**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	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.
17	What percentage of your sales are to the governmental sector in the past three years	83%
18	What percentage of your sales are to the education sector in the past three years	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?	Houston-Galveston Area Council (HGAC)- less than \$1 million per year Florida Sheriffs Association (FSA)- \$4-\$5 million per year
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?	None

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Bryan, TX	Jared Birkhead	(979)574-6619
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111
City of Chattanooga, TN	Gary Franks	(423) 643-5559

**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 *
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between \$81,265 and \$106,417	\$2,290,342
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between \$88,393 and \$100,025	\$2,634,394
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between \$73,631 and \$93,929	\$710,837
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	\$68,429	\$753,225
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between \$76,845 and \$84,516	\$1,221,727

**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 *
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23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Regional Sales Managers (RSM), 4 Inside Sales Managers and one one Inside Sales Coordinator. Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our \$3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.
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.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Sourcwell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcwell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.
30	Identify any Sourcwell 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 not be excluding ANY entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.

**Table 7: Marketing Plan**

<b>Line Item</b>	<b>Question</b>	<b>Response *</b>
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.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.
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?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.
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.	Because each customer of ours is unique, we prefer to help build specifications through direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.

**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.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge \$1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.
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.	Although we are not pursuing any green initiatives that require an agency oversight, we are exploring options such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.
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.	N/A
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.	N/A
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?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.

**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 absolutely!	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.	*
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?	No. we can provide service coverage throughout the U.S and Canada.	*
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?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.	*
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.	*
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
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.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
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?	We do accept it for smaller purchases (parts) and there are no additional charges.	*



**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.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcewell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.
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 published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcewell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcewell contract primary.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.
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.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of \$120/hr and then discount it according to the level of discount being offered on contract items.
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.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of \$1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcewell quoted price will be all-inclusive.
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.	We provide a freight matrix as part of our Sourcewell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcewell contract.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.

**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.	

**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 been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.
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.)	We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is \$1500 per. It can be lower at times, but it can also be as much as \$3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.

**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.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers  The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.

**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	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered
67	Knuckleboom and grapple loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. This is the primary product we are bidding
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.
70	Refuse and recyclable material balers and compactors	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered

**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.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcwell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No Exceptions

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Strength CPA Letter & Altus Report.pdf - Tuesday March 23, 2021 12:30:41
  - [Marketing Plan/Samples](#) - Sourcewell\_Marketing.zip - Tuesday March 23, 2021 13:24:29
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Statement.pdf - Monday March 22, 2021 13:38:51
  - [Pricing](#) - Sourcewell Price List 2021 (2).zip - Monday March 29, 2021 13:39:02
  - [Upload Additional Document](#) - COI and Terms.zip - Monday March 29, 2021 15:18:41



## 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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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:
  1. 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>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. 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. - Casey Hardee, President/CEO, Petersen Industries, 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
<b>Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621</b> Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621</b> Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1



## AGENDA ACTION FORM

### Award Purchase of One (1) CAT 420 Backhoe from the Tennessee State Contract

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

Action Form No.: AF-322-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 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 One (1) CAT 420 Backhoe from Stowers on the Tennessee State Contract # 72872 for use by Water Maintenance Department. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the price of \$128,035.03. Estimated delivery time is summer 2023.

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

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

#### Attachments:

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

Funding source appropriate and funds are available: *gmy*

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 AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO STOWERS MACHINERY CORPORATION UTILIZING TENNESSEE STATE CONTRACT #72872 FOR ONE CAT 420 BACKHOE FOR USE BY THE WATER MAINTENANCE DEPARTMENT

WHEREAS, staff recommends the purchase of one (1) CAT 420 backhoe from Stowers Machinery Corporation utilizing Tennessee State Contract # 72872 for use by Water Maintenance Department; and

WHEREAS, pursuant to Tennessee Code Annotated section 12-3-1201 city is authorized to purchase goods and services on the same terms and conditions of the Tennessee state contracts; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Stowers Machinery Corporation, in the amount of \$128,035.03; 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 Stowers Machinery Corporation for one (1) CAT 420 backhoe utilizing Tennessee State Contract # 72872 for use by Water Maintenance Department, in the amount of \$128,035.03.

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 18th day of October, 2022.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY





## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport

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**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** October 6, 2022  
**Re:** Fleet Replacement of 1991 Purchase Recommendation

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It is the recommendation of this office to purchase the Fleet Replacement of Water Maintenance unit # 1991 utilizing Statewide Contract pricing of \$128,035.03 each. The unit bid meets the expectations of the department and will fulfill the requirements of their operational needs. The Statewide Contract ID# 72872 allows a municipality to purchase off of the State Contract pricing. A copy of the State Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	CAT 420 Backhoe	STOWERS CAT	N/A

#### These units will be a Fleet Replacements

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

The State offering was reviewed by, Adam Williams, and he is in agreement with this recommendation.

#### Fuel Economy Improvement

00%

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

#### Statewide Contract Number 72872

#### Replacements

1991 2014 NEW HOLLAND BACKHOE Hours 4,791

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

Thank you.





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

**Statewide Multi-Year Contract Issued to:**

Stowers Machinery Corp  
PO Box 14802  
Knoxville, TN 37914-1802

Vendor ID: 0000000916

**Contract Number: 000000000000000000072872**

Title: SWC2525 Highway & Heavy Equip

Start Date : November 15, 2021 End Date: November 14, 2024

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

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

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

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

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

**Contract Contact Information:**

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

Line Information

**Line 1**

Item ID:

*1000197268 Tack Oil Distributor, Generic SWC asset-Weiler- 10% off APCAT- Regions 1,2*

Unit of Measure: EA

**Line 2**

Item ID:

*1000172847 Rollers Steel Wheel, SWC 225 Highway Equipment - Caterpillar, Weiler- 27.5% off APCAT- Regions 11, 2*

Unit of Measure: EA

**Line 3**

Item ID:

*1000172848 Excavator Boom Truck, SWC 225 Highway Equipment- Caterpillar- 27.5% off APCAT- Regions 1,2*

Unit of Measure: EA

**Line 4**

Item ID:

*1000172850 Excavator, Compact, SWC 225 Highway Equipment- Caterpillar- 27.5% off APCAT- Regions 1, 2*

Unit of Measure: EA

**Line 5**

Item ID:

*1000172851 Skid Loader Wheel, SWC 225 Highway Equipment- Caterpillar - 26.5% off APCAT- Regions 1, 2*

Unit of Measure: EA

**Line 6**

Item ID:

*Skid Loader Track Compact, SWC 225 Highway Equipment- Caterpillar - 26.5% off APCAT- Regions 1,2*

Unit of Measure: EA

**Line 7**

Item ID:

*1000197266 Brush Chipper, trailer mounted- Bandit - 12% off APCAT- Regions 1, 2*

Unit of Measure: EA

**Line 8**

Item ID:

*Force Feed Loader - SWC Generic Asset - Weiler - 14% off APCAT- Regions 1, 2*

Unit of Measure: EA

**Line 9**

Item ID:

*1000171676 Backhoe - SWC225 Heavy Equipment - Generic Asset- Caterpillar- Regions 1, 2 Small- 33% off APCAT Medium - 36.5% off APCAT Large- 34.5% off APCAT*

Unit of Measure: EA

**Line 10**

Item ID:

*1000156890 Bulldozer - SWC225 Heavy Equipment - Generic Asset- Caterpillar- Regions 1,2 Small- 30% off APCAT Medium - 28% off APCAT Large - 25.5% off APCAT*

Unit of Measure: EA

**Line 11**

Item ID:

*1000156097 Excavator (Track and Rubber Tire) -SWC225 Heavy Equipment - Generic Asset - Caterpillar- 25% off APCAT-Regions 1, 2*

Unit of Measure: EA

**Line 12**

Item ID:

*1000171679 Loaders (Articulated Rubber Tire) - SWC225 Heavy Equipment - Generic Asset - Caterpillar - Regions 1,2 Small -= 31.5% off APCAT Medium - 35.5% off APCAT Large- 22.5% off APCAT*

Unit of Measure: EA

**Line 13**

Item ID:

*1000156926 Graders, Motorized - SWC225 Heavy Equipment - Generic Asset- Caterpillar- 46% off APCAT- Regions 1,2*

Unit of Measure: EA

**Line 14**

Item ID:

*Accessories/Options- Highway - 10% off APCAT*

Unit of Measure: EA

**Line 15**

Item ID:

*Parts - Highway - 0% off APCAT*

Unit of Measure: EA

**Line 16**

Item ID:

*Accessories/Options- Heavy - 10% off*

Unit of Measure: EA

**Line 17**

Item ID:

*Parts - Heavy - 0% off APCAT*

Unit of Measure: EA

**Line 18**

Item ID:

*Shop Labor Rate - \$113*

Unit of Measure: HR

**Line 19**

Item ID:

*Field Labor Rate = \$124*

Unit of Measure: HR

**Line 20**

Item ID:

*Afterhours Labor Rate - \$167*

Unit of Measure: HR

APPROVED:



Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State of  
Tennessee, ou=Central Procurement  
Office, email=mike.perry@state.tn.us  
Date: 2021.11.10 10:57:38 -06'00'

CHIEF PROCUREMENT OFFICER

BY:

**Mike Neely**

Digitally signed by Mike Neely  
Date: 2021.11.10 10:45:30  
-06'00'

PURCHASING AGENT

DATE

# Stowers



Dennis Higdon  
(423) 914-8237 | dhigdon@stowerscat.com

Stowers Machinery Corporation  
9960 Airport Pkwy, Kingsport, TN 37663  
www.stowerscat.com

Date

10/06/2022

Proposal ID

#00012278

### Prepared For

City Of Kingsport  
415 Broad St  
Kingsport, TN 37660

### Machine Configuration

5427992 - 420 07A BACKHOE LOADER CFG2  
6305313 - TRIM PACKAGE 3  
5434284 - STICK, EXTENDABLE, 14FT  
5441066 - PT, 4WD/2WS, POWERSHIFT  
5419540 - ENGINE, 74.5KW, C3.6 DITA, T4F  
5427774 - HYDRAULICS, MP, 6FCN/8BNK, ST  
5440883 - CAB, DELUXE  
5455048 - DISPLAY, TOUCH SCREEN  
5427810 - AIR CONDITIONER, T4F  
4916736 - WORKLIGHTS (8) LED LAMPS  
6110339 - SEAT, DELUXE FABRIC  
2061747 - BELT, SEAT, 2" SUSPENSION  
3379696 - COUNTERWEIGHT, 1015 LBS  
5330488 - TIRES, 340 80-18/500 70-24, MX  
9R6007 - STABILIZER PADS, FLIP-OVER  
3377385 - BUCKET-GP, 1.3 YD3, PO  
5458548 - LOADER BUCKET PINS  
9R5321 - CUTTING EDGE, TWO PIECE  
2193387 - BUCKET-HD, 24", 6.2 FT3  
4447500 - COUPLER, PG, MAN.D.LOCK, BHL  
5516453 - RIDE CONTROL  
5481231 - LINES, COMBINED AUX, E-STICK  
5402298 - STANDARD RADIO (12V)  
5606797 - PRODUCT LINK, CELLULAR, PLE643  
5516940 - COLD WEATHER PACKAGE, 120V  
5675090 - AUTO-UP STABILIZERS  
3531389 - GUARD, STABILIZER  
4237607 - PLATE GROUP - BOOM WEAR

Description	Amount
420 07A BACKHOE LOADER CFG2	\$114,407.04
18" HD Bucket	\$1,915.94
Hydraulic Thumb	\$7,017.29
Extended 60/3000 POWERTRAIN + HYDRAULICS	\$2,030.00
Dealer Prep	\$2,664.76
<b>Total:</b>	<b>\$128,035.03</b>
Plus applicable taxes & fees*	

### Additional Information

Priced with Statewide Contract 2525  
Contract Number: 000000000000000000072872

EAST KNOXVILLE  
865.546.1414

WEST KNOXVILLE  
865.218.8800

CHATTANOOGA  
423.698.6943

CROSSVILLE  
931.456.6543

SEVIERVILLE  
865.595.3750

TRI-CITIES  
423.323.0400



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STOWERS MACHINERY CORPORATION



STOWERSCAT.COM

## Important Notes

This unit is subject to prior sale. Otherwise, this offer is valid for 30 days from the date shown above, except by prior agreement. The information shown in this offer is subject to the prices, terms, and governmental regulations in effect at the date of delivery for all machines, parts, and service. Stowers Machinery Corporation reserves the right to correct clerical errors and adjust pricing to account for unscheduled price increases or surcharges assessed by our suppliers. Shipping costs, state and local taxes, and finance fees are not included unless specified.

EAST KNOXVILLE  
865.546.1414

WEST KNOXVILLE  
865.218.8800

CHATTANOOGA  
423.698.6943

CROSSVILLE  
931.456.6543

SEVIERVILLE  
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## AGENDA ACTION FORM

### **Award Purchase for One (1) Pierce Mid Mount 100' Ladder Truck Utilizing Sourcewell Cooperative Purchasing Agreement**

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

Action Form No.: AF-325-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Committee  
 Presentation By: S. Boyd/S. Leonard

#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

It is the recommendation of the committee to purchase One (1) Pierce Mid Mount 100' Ladder Truck from Emergency Vehicle Specialists utilizing Sourcewell Cooperative Purchasing Agreement #113021 for use by Fire Department. The delivery from the dealership to the agency is included in the price. Estimated delivery time is winter 2024.

	\$1,892,213.87	Unit Cost
Less	\$97,451.73	100% Pre Payment & Discounts
	\$1,794,762.14	Total Purchase Price

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

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

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

#### **Attachments:**

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

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

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: *JW*

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO EMERGENCY VEHICLE SPECIALISTS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 113021 FOR ONE PIERCE MID-MOUNT 100 FOOT LADDER TRUCK FOR THE KINGSPORT FIRE DEPARTMENT

WHEREAS, staff recommends the purchase of one (1) Pierce Mid Mount 100' Ladder Truck utilizing Sourcewell Cooperative Purchasing Agreement #113021, for use by the fire 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 vehicles manufactured for a special purpose; and

WHEREAS, in order to purchase the vehicle, a purchase order needs to be issued to **Emergency Vehicle Specialists**, in the amount of \$1,794,762.14; 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 **Emergency Vehicle Specialists for** one (1) Pierce Mid Mount 100' Ladder Truck utilizing Sourcewell Cooperative Purchasing Agreement #113021, for use by the fire department in the amount of \$1,794,762.14.

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 18th day of October, 2022.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**FLEET MAINTENANCE DEPARTMENT**  
**City of Kingsport**

---

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** October 6, 2022  
**Re:** Fleet Replacement of 1561 Purchase Recommendation

---

It is the recommendation of this office to purchase the Fleet Replacement of Fire Department unit # 1561 utilizing Sourcewell Contract pricing of \$1,794,762.14. The unit bid meets the expectations of the department and will fulfill the requirements of their operational needs. The Sourcewell Contract ID# 113021 allows a municipality to purchase off of the Sourcewell Contract pricing. A copy of the Sourcewell Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Pierce Mid Mount 100' Ladder Truck	EVS	0 City/0 Hwy

**These units will be a Fleet Replacements**

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

The Sourcewell offering was reviewed by, Chief Scott Boyd and Deputy Chief David Chase, and they are in agreement with this recommendation.

**Fuel Economy Improvement**

00%

Fuel economy will stay on average with the current ladder truck that is being replaced.

**Sourcewell Contract #113021**

**Replacements**

1561 2002 Pierce 105'HD AWS                      Mileage 74,102

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

Thank you.



ASCENDANT® 100'  
HEAVY-DUTY TOWER



# MAXIMIZED MANEUVERABILITY, DRIVABILITY, OPERABILITY, AND SERVICEABILITY.

The Pierce® Ascendant® 100' Heavy-Duty Tower delivers a class-defining combination of performance for departments that are in the market for a mid- or rear-mounted tower.

Reaching 100' vertically and 93' horizontally, the Ascendant 100' Heavy-Duty Tower packages a 5-section heavy-duty steel tower onto a vehicle with a low overall height of 10'10" and length under 42'. Its 160" rear overhang minimizes tail-swing, offering superior maneuverability and even greater visibility than that of a rear-mounted tower.

The Ascendant 100' Heavy-Duty Tower is available on a variety of custom chassis and body styles to meet your department's needs. Its integrated ground pads eliminate time spent throwing ground pads, so setup is streamlined and faster than any other aerial on the market. Configured as shown, it outperforms with a 1,000 lb dry/500 lb wet tip load capacity, up to 20-degree below grade operation, and a 50-degree scrub area. All at a mere 20' setback from the building.



## Specifications

Custom Chassis	Arrow XT™, Enforcer™, Velocity®
Vertical Reach	100'
Horizontal Reach	93'
Operating Range	-15° to 77°
Basket	14.3 sq ft
Payload Capacity	1,000 lb dry/500 lb wet
Wind Rating	Up to 35 mph
Ice Rating	Up to 0.25" of ice
Flow Capacity	Up to 2,000 gpm
Stabilizers	1 set of H-style & 4 down-jacks
Stabilizer Spread	18'
Rear Axle	Tandem
Tank Capacities	Up to 300 gallons
Pump	Waterous, Hale, Darley Midship
Hose Bed Capacity	Up to 800' of 5" hose
Ladder Complement	Minimum of 170'
Ladder Warranty	20-yr structural
Patents	Issued & pending

[www.piercemfg.com](http://www.piercemfg.com)



Pierce Manufacturing Inc., An Oshkosh Corporation Company  
P.O. Box 7004 Appleton WI 54912-7004 U.S.A.

Specifications, descriptions, and illustrative material in this literature are as accurate as known at the time of publication, but are subject to change without notice. Illustrations may include optional equipment and accessories and may not include all standard equipment. All measurements are nominal values.  
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All other trademarks are the property of their respective owners.

P-0128-ASDNT100HDAT 1/22



**EMERGENCY VEHICLE SPECIALISTS**



**PROPOSAL PREPARED FOR:**  
Kingsport Fire Department

Proposal Bid #	1313
Expiration Date	November 1, 2022
Sales Representative	Jim Bell

Submitted Date	September 27, 2022
----------------	--------------------

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by Kingsport Fire Department, hereinafter called "Customer" and an officer of EMERGENCY VEHICLE SPECIALISTS, hereinafter called "EVS/ G&W Diesel Inc.", the following fire apparatus and equipment, hereinafter called "Product":

Description	Price
Aerial, 100AAT, Enforcer Chassis MidMount Pulse # 1313	\$1,892,213.87
Purchased Via Sourcewell Contract #113021      Sourcewell Discount	-\$37,844.27
Prepay Discounts Applied	-\$47,305.34
Fleet Discount	-\$12,302.12
Price includes 100% Performance Bond      Bond issued at time of order	
<b>GRAND TOTAL</b>	<b>\$1,794,762.14</b>

## PROPOSAL SUMMARY

This quote includes the following items:

- Fire apparatus and equipment described herein
- Delivery to Pierce Dealer service center
- Factory pre-construction trip
- Pre-delivery inspection/services by Pierce Dealer
- Factory midpoint inspection trip
- Final delivery from service center to Customer
- Factory final inspection trip
- Demonstration and familiarization of the Product





**Solicitation Number: RFP #113021**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and P.L. Custom Body and Equipment Co., Inc., 2201 Atlantic Avenue, Manasquan, NJ 08736 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier 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 February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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**

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 Sourcwell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcwell'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 Sourcwell during such time of access. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, 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 negotiated directly between the Participating Entity and the Supplier. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**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.** Supplier 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.** Supplier 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, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier 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 Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers,

resellers, 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. 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, Supplier 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 Supplier 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.



The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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, Supplier 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.* Supplier 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, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **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.** Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

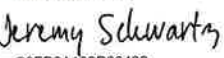
S. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

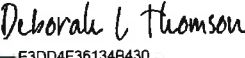
## 22. CANCELLATION

Sourcewell or Supplier 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 Supplier'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: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 2/7/2022 | 9:23 PM CST

P.L. Custom Body and Equipment Co., Inc.

DocuSigned by:  
  
By: E3DD4F36134B430...  
Deborah L. Thomson  
Title: President  
Date: 2/10/2022 | 10:15 AM PST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 2/10/2022 | 12:31 PM CST



# RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

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## Vendor Details

Company Name: P.L. Custom Body and Equipment Co., Inc.  
Does your company conduct business under any other name? If yes, please state: PL Custom Emergency Vehicles (ambulances, remounts, conversions) and Rescue 1 (rescues, command, haz-mat)  
Address: 2201 Atlantic Avenue  
Manasquan, NJ 08736  
Contact: Chad Newsome  
Email: cnewsome@plcustom.com  
Phone: 732-223-1411 149  
Fax: 732-223-8456  
HST#: 41-1310360

## Submission Details

Created On: Thursday November 04, 2021 09:49:03  
Submitted On: Monday November 29, 2021 15:15:41  
Submitted By: Chad Newsome  
Email: cnewsome@plcustom.com  
Transaction #: 5175504a-3079-4d98-af83-354c234287e9  
Submitter's IP Address: 96.56.20.251

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	P.L. Custom Body and Equipment Co., Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rescue 1
4	Proposer Physical Address:	2201 Atlantic Avenue Manasquan, NJ 08736
5	Proposer website address (or addresses):	www.rescue1mfg.com
6	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):	Deborah L. Thomson President debthomson@plcustom.com 732.223.1411
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
9	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>P.L. Custom Body and Equipment Co., Inc. (PLCB) is a closely held, independently owned C-Corporation manufacturer located in Manasquan, NJ. We have been in the business of serving the emergency services community with the manufacturing of ambulances, rescue trucks, and other specialty response units since 1946. 2021 marks our 75th anniversary! The business was purchased by the Smock Family in 1970 and is operating under the same management today.</p> <p>P.L. Custom Body and Equipment Co., Inc, DBA Rescue 1, manufacturers Extreme Duty rescue trucks, command centers, haz mat, and other specialty vehicles. As our name symbolizes, we are a custom manufacturer. We have 175 full time employees at our Manasquan, NJ location. Many of our employees have been with us for 20, 30, and over 40 years! This longevity and loyalty are supported by the true family commitment we have for our employees. The tribal knowledge these long-term employees have is invaluable to both our company and to our customers. Central to our core values is a dedication to design and the manufacturing of reliable, durable, and serviceable vehicles customized to meet and exceed the specific needs of our customers. We are known as a company that stands behind our products and will always do the right thing when it comes to our customers.</p>

10	What are your company's expectations in the event of an award?	In the event of an award by Sourcwell for our Emergency Vehicles, we would expect to achieve an increase in sales and deliveries. As we saw on our last awarded contract, the growing acceptance and desire for cooperative bids, and in particular the Sourcwell program, has opened new avenues to expand our product reach. The Sourcwell Members consistently point out the ease of working with this specific cooperative purchasing program. If awarded, we see a continuation and expansion of being able to assist those members in acquiring products from PLCB.
11	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>PL Custom Body &amp; Equipment Co had annual revenue of \$25,765,555.00 in 2020. This was generated from the manufacture and sale of ambulance vehicles, rescue vehicles, ambulance body remounts, service and parts sales. Our financial statements for 2020/2019 are included in our submission.</p> <p>We enjoy a strong and long-term relationship with Provident Bank, with credit lines for both chassis and working capital. These credit lines are approved at \$6,000,000 total. We also have a relationship with Ford Motor Credit and a chassis line of \$3,500,000. Our approved interest rate for both of these lines is below prime.</p> <p>Our performance bond rating with NGM Insurance Company is strong and has been maintained for many years at a percentage rate of &lt;1%.</p>
12	What is your US market share for the solutions that you are proposing?	Our US market share for our Rescue 1 division is approximately 5% per the FAMA Quarterly survey reports.
13	What is your Canadian market share for the solutions that you are proposing?	We do not currently market our vehicles in Canada.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	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?	<p>P.L. Custom Body and Equipment Co., Inc. is a manufacturer of Extreme Duty rescue trucks, command centers, haz mat, and other specialty vehicles.</p> <p>Answering b) Rescue 1 is a manufacturer of custom emergency vehicles with sales distribution thru a network of independently owned and operated Sales and Service Dealers in 29 states outside of New Jersey. These individuals would be considered employees of a third party.</p> <p>Our Dealers maintain a sales distribution agreement with P.L. Custom Body and Equipment Co., Inc. which details their respective area of responsibility, performance expectations, and service requirements. Sales and service in New Jersey is provided by New Jersey Emergency Vehicles (NJEV), a division of PLCB. This staff of 32 sales and service techs are employees of PLCB.</p>
16	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.	PLCB maintains Certification to Ford QVM, NFPA, and OSHA. We maintain manufacturer licenses in all states that require it. We are current members of NFPA, NJBIA, NTEA/AMD/MVP, and FAMA.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	FAMA Qualified Manufacturer NTEA/MVP Qualified Company Ford QVM approval rating at 98.5% NTEA/AMD Executive Board Member, Deborah L. Thomson, active member and former chair of the division.
19	What percentage of your sales are to the governmental sector in the past three years	90% of our vehicles sales are to government / municipal customers; local/city fire/ems departments, large county fire/ems departments. 10% of our vehicle sales are to non-governmental entities (communications and petrochemical companies).
20	What percentage of your sales are to the education sector in the past three years	We do not sell to the education sector.
21	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?	Houston Galveston Area Cooperative (HGAC) \$5,000,000 average per year for the past 3 years. Pennsylvania Co-Stars (maintained by Pennsylvania dealer). FCAM (maintained by Massachusetts dealer). Florida Sheriffs (maintained by Florida dealer).  Sourcewell for ambulances and rescue vehicles – over \$5,000,000 in 2021 and continuing to grow.
22	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?	We do not hold any GSA contracts.

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Avon Volunteer Fire Dept. 25 Darling Drive Avon, CT 06001-4218 Sourcewell ID# 205742	Joe Speich	860.677.2644
Mechanicstown Fire District 50 Ridgewood Ave Middletown, NY 10940-3408 Sourcewell ID# 191127	Jay McClintock, Commissioner	845.342.0821
Middlesex County 75 Bayard St New Brunswick, NJ 08901-2112 Sourcewell ID# 35071	Michael Gallagher	732.316.7171

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Montgomery County Fire	Government	Maryland - MD	Tandem axle Heavy Rescues on Spartan chassis	3 Units	\$ 3,054,594.00
State of New Jersey	Government	New Jersey - NJ	Heavy Rescues, Troop Transports	4 Units	\$ 2,876,782.00
Snyder Fire District	Government	New York - NY	Heavy Rescue	1 Unit	\$ 1,242,795.00
Briarcliff Manor	Government	New York - NY	Heavy Rescue	1 Unit	\$ 862,851.00
City of Providence	Government	Rhode Island - RI	Heavy Rescue	1 Unit	\$ 810,665.00



**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 *
25	Sales force.	PLCB currently has a sales force in the field of 84 sales representatives.
26	Dealer network or other distribution methods.	Our dealer network is comprised of 20 dealerships in 30 states and the District of Columbia. The states that have direct dealer coverage are Alabama, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington DC, West Virginia, Wisconsin. In states that we do not have dealer coverage, members may purchase factory direct.
27	Service force.	All of our dealers offer full service through their own dealerships, not through subcontractors, in their respective areas of responsibility. In areas where no dealer is present, we partner with either the member's own fleet service department or an independent service vendor for warranty support of the product. All sales and service territories are clearly defined with no overlapping areas.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Rescue 1 supports our dealer network and customers with a very thorough proposal process, including detailed specifications, pricing, and drawings. We maintain a log for each of these projects assigned to each dealer. When a Sourcwell customer inquiry is received, the customer information would be documented and forwarded to the dealer in the particular area of responsibility. The dealer / sales representative would contact the customer directly. We at Rescue 1 would support the dealer with the proper proposal format and pricing for the Sourcwell contract.</p> <p>While most contracts are directly between the customer and the dealer, in the event of a factory direct sale, the factory will handle all of the contract paperwork.</p> <p>Once the vehicle is contracted with the dealer, the file converts to a booked order and is logged into our production job database. At that time it will also be coded as a Sourcwell contract.</p> <p>If the contract is to be Sourcwell, we would document the details of the project and submit the information to Sourcwell on a quarterly base as required. Rescue 1 would remit the fee to Sourcwell on behalf of the customer and the dealer at time of delivery.</p>
29	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.	In locations where PLCB has dealer representation (as noted above in 26), customer service is handled primarily through the assigned dealer. Customers have access to direct phone numbers, after hour's points of contact, e-mail and fax access, as well as a host of social media platforms. In those areas with dealer coverage, PLCB also stands by to assist with sales and service support, as well as twenty-four service support. In areas not supported with dealer coverage, we maintain committed to customer support (sales / service) with 24 hour phone, e-mail, and social media (Facebook) access.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	As noted above in sections 25, 26, and 27, Rescue 1 looks forward to building on the successes of our first Sourcwell contract. We want to be the premier supplier for Sourcwell members looking for exceptional quality emergency vehicles.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We do not currently have representation in Canada. However, Canada accepts fire apparatus built to NFPA standards and, as such, we would treat that marketplace as a factory direct opportunity. Due to current rates of exchange, however, the Canadian marketplace has not been successful for us.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>As noted in question 26, we have sales and service dealerships in 30 states and the District of Columbia. In those areas not covered by a dealer, we can sell factory direct to the members and then partner with either the member's own fleet service department or an independent service vendor for warranty support of the product.</p> <p>As noted in question 31, Canada accepts fire apparatus built to NFPA standards and, as such, we would treat that marketplace as a factory direct opportunity. Due to current rates of exchange, however, the Canadian marketplace has not been successful for us.</p>

33	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?	There are no Sourcewell participating entities that we would exclude from servicing.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As we do not have any dealers currently serving Hawaii, Alaska, or in the US territories, we would treat any sales opportunities as a factory direct sale. Members that choose not to take delivery from PLCB's location can choose to have the vehicles delivered to their location. The cost for this service would be itemized out to the Member and billed out as a separate part of the final invoicing.

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	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>If we are awarded the Sourcewell contract, we will have new training programs for our dealers - as we did previously with the first contract - to promote Sourcewell and educate our dealers on the benefits, use, and procedures associated with proper utilization of this contract. We will distribute printed and electronic supporting documents for our dealers to distribute and promote with their customer base, as well as promoting our involvement in the contract with Sourcewell Members directly.</p> <p>In addition, PLCB will use our website, Facebook page, e-mail campaigns, and print advertising to promote our continued participation with Sourcewell. At the over 50 trade shows PLCB products are displayed at, we will have signage and information available promoting our status as an awarded vendor with Sourcewell.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PLCB has two websites for our different product lines, PL Custom Emergency Vehicles - <a href="http://www.plcustom.com">www.plcustom.com</a> and Rescue 1 - <a href="http://www.rescue1mfg.com">www.rescue1mfg.com</a>. We also maintain Facebook pages for each product line. Our total likes for both pages is approaching 18,000 and our reach is even higher. Our websites and Facebook pages all have direct links to Sourcewell.</p> <p>We routinely post on our Facebook pages about the value of becoming a Sourcewell Member.</p>
37	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's role in promoting contracts arising out of this RFP should be multi-layered. We appreciate and are well aware of, and follow, your social media activity. The websites - both for Members and vendors - is filled with helpful content. The area that seems to need increased activity is participating in more trade shows in the Fire / EMS industry. We were happy to see Sourcewell attending the FDIC Conference in Indianapolis. A recommendation would be to also attend both the EMS World Expo and EMS Today conferences.</p> <p>In terms of our integration of our Sourcewell-awarded contract into our sales process, it is promoted by our dealers in three levels:</p> <p>First level - Prior to a demo appointment, the sales representative performs an agency look-up to see if the customer is already a Member.</p> <p>Second level - If the customer is a Sourcewell Member, they go to the meeting with a pre-proposal showing the applicable contract model and pricing. If the customer is not a member, they bring along information on becoming a member.</p> <p>Third Level - If the customer is not a member, but they are funded by their municipality, the dealers take the same steps as the prior two levels. In some cases, we may enlist the assistance of Sourcewell in promoting the contract to the purchasing municipal government. This was done successfully with Raritan Township, NJ previously.</p>
38	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.	PLCB does not have an e-procurement system.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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39	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>Sales training offered multiple times during the year at PLCB, as well as at the dealer locations.</p> <p>Service training to dealers is offered to both dealers and customers multiple times per year at PLCB and also at dealer / customer location. Hard copy and electronic training manuals are provided to all attendees.</p> <p>Customer specific tours of our facility and meetings with upper management and engineering.</p> <p>Pre-construction meetings with customers are held either here at PLCB or virtually via Zoom prior to final approval packages submitted for customer sign-off. This meeting is chaired by the specific engineer / project manager for the vehicle.</p> <p>All of the above are provided to our customers and dealers at no charge.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>Vehicle enhancements using new technology:</p> <p>VMUX Multiplexed Electrical systems with integrated diagnostics for vehicle condition.</p> <p>Idle reduction/mitigation systems to support on scene load demands.</p> <p>UV lighting upgrades in Climate control system for air sanitation.</p> <p>UV lighting system for surface disinfection.</p> <p>AeroClave, MEDS disinfecting topical spray systems.</p> <p>360 degree, rear view, crew compartment, and exterior blind spot cameras with monitor in cab.</p> <p>Electrical load management with cab mounted indicators and potential load shed when draw exceeds output.</p> <p>Anti-theft devices to secure vehicle when left unattended.</p> <p>Dash Cam DVR for recording vehicle activity and GPS.</p> <p>Seat Belt monitoring systems for cab and crew area.</p> <p>Narcotics lockers with Biometrics, PIN and proximity cards to control and document access.</p> <p>Electronic keyless access control for cabinetry and drawers using keypads or smart card credentials.</p> <p>Climate controlled cabinets to monitor for temperature sensitive drugs and saline.</p> <p>On board vehicle WIFI and wireless routers for telecommunication.</p> <p>Engineering/Technology: Quote Writer for sales quoting.</p> <p>Solid Works for 3D modeling and design.</p> <p>Drive Works for 3D modeling and drawing configuration.</p> <p>Solid Works EPDM for storage of engineering data.</p> <p>Solid Works Electrical for electrical design and schematics.</p> <p>OMAX Precision WaterJet System for metals processing.</p> <p>Safran e-Brake for metals processing.</p> <p>Radan software for water jet and e-brake.</p> <p>Sage MAS 200 ERP for accounting and inventory.</p> <p>Ford IDS Integrated Diagnostic System for vehicle diagnostics.</p> <p>Ford NGS New Generation Star Tester for diagnostics.</p> <p>John Bean Front End Alignment.</p> <p>In house paint mixing systems for Akzo Nobel Sikkens.</p> <p>Thermwood CNC Router for Cabinet shop.</p>

41	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>We offer solar panel technology to support the charging or recharging of the vehicle batteries. This allows the vehicle engine to be shut off and not drain the batteries when the communication radios, temperature-controlled cabinets, computers etc. are still needed to be active.</p> <p>We offer Idle reduction technology for those customers that need to remain on the scene of an incident and want to turn the engine off to reduce emissions into the air.</p> <p>Internally at the company, we maintain recycling of paper, aluminum and plastic. We recycle delivery pallets back to the original company. Scrap metal, wood and cardboard is recycled thru services specific to recycling.</p> <p>We have embraced the remote work environment and continue this program post the pandemic requirements. This reduces commutation fuel consumption and energy/utility usage here in the office/plant.</p>
42	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.	We do not have any current third party eco-labels/certifications.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>PL Custom Body and Equipment Co., Inc. is a woman owned company. Jean S Smock and Deborah Smock Thomson maintain current ownership and management.</p> <p>Key management positions are held by women:  Nancy Buhagiar VP of Operations and Finance  Kim Blanco HR Manager  Patricia Hill Marketing Manager  Cindy Straubinger, Service Manager  Lisa Croasmun, Quality Assurance Manager.</p>
44	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.L. Custom Body and Equipment Co., Inc. is an independent and family-owned manufacturer of custom emergency vehicles with a hands-on approach to our customers. Accessibility to and involvement with upper management is a component of every customer relationship that we maintain. We answer to our customers and employees, not a board of directors. This offers added value to our customers and to Sourcewell Members. The experienced solutions our people offer result in a better understanding of our customers' needs and a strong repeat customer base.

**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 *
45	Do your warranties cover all products, parts, and labor?	<p>Yes. Our warranties are as follows:</p> <p>3 year, 36,000 mile General Conversion  Lifetime Structural Integrity  Lifetime, 100,000 mile Electrical  10 year Paint  5 Year Paint Corrosion</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Paint Corrosion Warranty has prorated coverage in the 4th and 5th year of the warranty timeframe.</p> <p>Components that are manufactured by other are covered by their representative warranties. We facilitate warranty coverage for our Dealers and Customers in these incidents.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, upon request.



48	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?	All states currently serviced by our Dealer Network are fully covered for all warranty needs. In the areas where we may not have a Dealer, we coordinate with a local chassis dealer as well as an emergency vehicle facility to support the customer with warranty repairs. In some areas, we have set up the customer as a warranty facility when they have the ability to do so. We offer service training at our location and also at the customers/service center location to support this opportunity.
49	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?	<p>Some items that are manufactured by others are covered in both our 3 year general conversion and lifetime electrical warranties. Other items are covered by the respective manufacturer's warranty – some of which are for longer periods of time.</p> <p>We facilitate warranty coverage for our Dealers and Customers in these incidents.</p> <p>We have several lighting brands that offer 5 year and lifetime warranties on their products. All of which are extended to the end user customer.</p>
50	What are your proposed exchange and return programs and policies?	<p><b>Warranty Reimbursement procedure:</b> The Dealer Service Center is contacted by the customer in the event of a warranty repair need. The Dealer contacts Rescue 1 (mfg.) for warranty authorization and diagnostic assistance for the reported issue.</p> <p><b>Warranty Pre-Approval Authorization:</b> All warranty claims require a preapproved Warranty Authorization Number. This pre-approval process is required to first, inform Rescue 1 of a warranty problem, but second, and most importantly, to help diagnose and repair warranty service problems in the field. Payment of warranty claims requires an approved authorization number.</p> <p><b>Warranty Parts:</b> If warranty parts are required and authorized, Rescue 1 will ship in stock replacement parts the day the request is made, provided the part is ordered before 2:00 p.m.. Parts that need to be ordered will be either shipped from the parts manufacturer or shipped out the same day they arrive to Rescue 1.</p> <p><b>Return of Defective Parts:</b> When warranty parts are provided, defective parts must be returned to Rescue 1 within 30 days of the parts being shipped to be processed for credit.</p>
51	Describe any service contract options for the items included in your proposal.	<p>Preventative maintenance contracts are offered to our customers for annual inspections and chassis maintenance needs such as oil changes, fluid checks, transmission service and battery load testing for optimal performance.</p> <p>PL Custom is a Ford Authorized Warranty Center providing bumper to bumper support for our customers with the Ford Chassis.</p> <p>Several of our Dealers also provide Freightliner and International Chassis warranty to their customers allowing for minimal downtime when the vehicle is out of service for repair.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods.	<p>Standard payment terms are payment upon delivery of the completed vehicle to the customer. Terms other than that are offered and negotiated on a per case basis.</p> <p>Discounts are offered for progress payments to the contract.</p> <p>We allow for check payments and wire transfer payments for completed vehicles.</p>
53	Describe any leasing or financing options available for use by educational or governmental entities.	PL Custom does not offer in house leasing. We work closely with several municipal leasing companies and connect the customer directly to them for the opportunity. Recent Sourcewell networking events have opened up other opportunities in this area as well.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our Order Form is the first indication into the factory that this particular order will be a Sourcewell Member order (see upload). We also have a Sourcewell sales reporting form that is used for our quarterly reports to Sourcewell (see upload).
55	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?	We currently do not use a P-card payment process for completed vehicles. We do offer this for smaller purchases for parts and service.

**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 *
56	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.	<p>Detailed price lists for all base vehicles and associated options have been included in our proposal.</p> <p>The pricing reflects an MSRP for the vehicles and options and a 5% discount for Sourcewell contract pricing.</p>
57	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 pricing as submitted to Sourcewell is discounted from MSRP and is offered with a 5% discount on base vehicles and options.
58	Describe any quantity or volume discounts or rebate programs that you offer.	<p>We offer multiple vehicle discounts for two or more vehicles ordered at the same time with the same spec and concurrent production.</p> <p>Discounts are also offered for progress payment opportunities.</p>
59	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.	<p>We supply some items we would consider to be "pass thru" to the customer such as; extrication / rescue tools / supplies, communication radios, exterior graphics/lettering and chassis options.</p> <p>We also provide for the installation of customer supplied equipment such as extrication / rescue tools / supplies, communication radios, small tools, hand lights, and miscellaneous equipment items.</p> <p>Sourced goods or open market price items not on our line item price list are treated as special option pricing and are noted as such in the proposal and final contract pricing. These are subject to our standard cost plus labor pricing process. No additional charges are imposed on these items. We would allow these special options on Sourcewell contract vehicles.</p>

60	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.	The selling and service Dealer may offer the end user customer additional technical installation opportunities for radios, computer systems, and other equipment. The selling dealer will also many times coordinate lettering and graphics on the completed vehicle.  Assistance with State specific licensing inspections and motor vehicle registration processing's are offered by our Dealers as a convenience to the customer.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Most vehicles are picked up at our Manasquan, NJ facility and driven to the customer location after a final inspection here at the factory. The vehicle is normally picked up by the Dealer/salesperson, taken to their business location for any necessary state inspection and motor vehicle requirements. The vehicle is then delivered to the end user customer.  PLCB and our dealers have relationships with several transport companies that will pick up the completed vehicle from our manufacturing location and deliver it to the dealer or customer as requested. The need for this increased during the pandemic lockdowns and has continued for some as a convenience to the customer.  Our location in New Jersey allows for many options for our customers. We are close enough for an easy drive and centrally located for transport companies.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have not delivered any units to Alaska or Hawaii. Transportation, if needed, into Canada would be coordinated by our Dealer Representative and they would coordinate all border transport and customs requirements.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Several of our dealers are from a greater distance from NJ and will arrange for a customer final inspection here at the plant, followed up by a transport company pick up of the completed vehicle. Our location in the tri-state area affords easy transportation to our location for the Dealer and the Customer. The vehicle transport is quoted specifically for each unit based on size and destination.

Table 12: Pricing Offered

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We require all orders utilizing the Sourcewell contract to be initially coded as a Sourcewell contract on the incoming order form. The pricing for the sale would then be reviewed, validated, and approved by the national sales manager. It would then be entered into our Access database. The data is also recorded into a tracking Excel spread sheet for all Sourcewell contracts. That information is then shared on a quarterly basis with Sourcewell.
66	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.	<p>The reporting form to Sourcewell notes the following information:</p> <ol style="list-style-type: none"> <li>1. Member Name</li> <li>2. Agency Under Member (ie. Fire Department of the Town that is the Member)</li> <li>3. Member address</li> <li>4. Member ID#</li> <li>5. Contract number</li> <li>6. Product ID</li> <li>7. Date of contract</li> <li>8. Projected month of delivery</li> <li>9. Actual delivery date</li> <li>10. Fee amount for Sourcewell</li> <li>11. Contract price</li> <li>12. Date of payment made to Sourcewell</li> <li>13. Check #</li> <li>14. Selling dealer</li> </ol> <p>Internally, we also track if the dealer was invoiced for the Sourcewell fee and whether we have received that fee.</p>
67	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.)	PLCB will propose a \$ 1,000.00 per order administrative fee for Sourcewell. As noted, this will be included in the price as offered.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our vehicles are produced as Heavy and Light Duty Special Service Vehicles. Utilizing the Spartan, Sutphen, Seagrave, Freightliner, International, Kenworth, Ford, RAM, and Chevrolet chassis platforms, the actual chassis is based upon customer preference and needs.</p> <p>We provide Special Vehicles Vehicles; Walk In and Walk Around models in both aluminum and stainless steel construction. These vehicles are offered in a variety of body lengths and compartment layouts, as well as hinged and / or rollup doors.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our RFP offering has twenty-seven different products to offer to the Sourcewell Members. Products offered are disciplines in rescue, hazmat, air & light, USAR, mass casualty, command, CBRNE, crew transport, and ESU.

**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
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our RFP offering has twenty-seven different products to offer to the Sourcewell Members. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our RFP offering has twenty-seven different products to offer to the Sourcewell Members. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
72	Aircraft rescue and firefighting vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our RFP offering has twenty-seven different products to offer to the Sourcewell Members. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to product offerings in upload section.
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	A listing of all optional items will be uploaded in the documents section.
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	In addition to training and support as noted in question 39, our uploaded options list covers many of the customization options offered to Members.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	As noted in Table 6 above, PLCB has a dealer network and factory support for our customers.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	There are two remount offerings that we are putting forth for the Sourcewell Members. There are also optional components listed for remounts as well in the overall option list. There are uploaded in the documents section.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	PLCB maintains certifications to NFPA (National Fire Protection Association), Ford QVM (Quality Vehicle Modifier) program, and OSHA (Occupational Safety and Health Administration). We maintain manufacturer licenses in all states that require it. We are also members of NFPA, FAMA, NJBIA, NTEA/AMD/MVP, and CAAS.
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Canada accepts the standards as outlined by the NFPA (National Fire Protection Association). We build to that standard.



**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.zip - Monday November 29, 2021 09:43:45
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Friday November 26, 2021 10:21:36
  - [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Friday November 26, 2021 10:22:10
  - [WMBE/MBE/SBE or Related Certificates](#) - WMBE.MBE.SBE or Related Certificates.zip - Friday November 26, 2021 10:23:11
  - [Warranty Information](#) - Warranty Information.zip - Friday November 26, 2021 10:23:29
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Friday November 26, 2021 10:23:42
  - [Upload Additional Document](#) - Product Matrix and Unit Offering files.zip - Monday November 29, 2021 07:52:17

## Addenda, Terms and Conditions

### 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:
  1. 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>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. 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. - Deborah Thomson, President, P.L. Custom Body and Equipment Co., 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
<b>Addendum_4_Fire_Apparatus_RFP_113021</b> Sat November 20 2021 12:53 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_3_Fire_Apparatus_RFP_113021</b> Thu November 11 2021 02:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1





## AGENDA ACTION FORM

### Utilize American Rescue Plan Act Funds to Enter into an Agreement with Cain Rash West for Construction Documents for the Kingsport Public Library

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

Action Form No.: AF-299-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Michael T. Borders  
 Presentation By: Michael T. Borders

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

If approved City Staff will enter into an agreement with Cain Rash West (CRW) in the amount of \$246,400 for construction documents for the Kingsport Public Library (KPL) Renovation funded by the second tranche of ARPA funds.

The City of Kingsport originally engaged CRW in December 2020 for a conceptual design study and schematic design for KPL. The final schematic design touches every space of the existing library. Key components include new kids' space, an outdoor seating area, indoor lounge area, dedicated teen, maker space, and computer lab, and a new elevator.

Construction documents are estimated to be completed by February 2023. Anticipated costs for this agreement, construction, furniture and fixtures, moving, and temporary location expenses are estimated to be \$5.3 million.

Funding is identified in 111-0000-331.95-00

#### Attachments:

1. Resolution
2. CRW Agreement

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]*

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH CAIN RASH WEST FOR CONSTRUCTION DOCUMENTS FOR THE KINGSPORT PUBLIC LIBRARY RENOVATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH CAIN RASH WEST AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with Cain Rash and West (CRW) for the development of construction documents for the Kingsport Public Library (KPL) renovation project; and

WHEREAS, the renovation includes new kids' space, an outdoor seating area, indoor lounge area, dedicated teen, maker space, and computer lab, and a new elevator; and

WHEREAS, the construction documents are estimated to be completed by February, 2023; and

WHEREAS, the cost of the construction documents are estimated to be in the amount of \$246,400.00; and

WHEREAS, the board finds and deems it appropriate to utilize tranche two of the American Rescue Plan Act funds to cover costs associated with the development of construction documents and funding is identified in account 111-000-331.95-00.

Now therefore,

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

SECTION I. That an agreement with Cain Rash and West (CRW) for the development of construction documents for the Kingsport Public Library renovation project is approved.

SECTION II. That tranche two of the American Rescue Plan Act Funds be utilized to cover costs associated with the development of these construction documents.

SECTION III. 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 with Cain Rash and West (CRW) for the construction documents for the Kingsport Public Library renovation 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 IV. 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 V. 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 VI. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of October, 2022.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



Revised 10-18-22

**AGENDA ACTION FORM****Amendment Two to the Riverbend Park Redevelopment Agreement with KHRA for Development of Riverbend Park**

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

Action Form No.: AF-320-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Michael Borders  
 Presentation By: M. Borders

**Recommendation:**

Approve the resolution.

**Executive Summary:**

This resolution approves an amendment to the agreement with the Kingsport Housing and Redevelopment Authority to extend the completion date for the development of Riverbend Park from November 23, 2022 to February 28, 2023.

The TIF agreement for the Riverbend Redevelopment District was created in 2015 and included a provision for monies to support improvement of the donated park property along the riverfront. Of the \$2 million TIF incentive, \$666,667 was set aside for future improvement of Riverbend Park. The TIF agreement required a Redevelopment Agreement be entered into between the City and KHRA.

The original agreement was approved by the KHRA board in October 2016. The agreement requires that the city complete construction of the project in accordance with an approved Site Plan. To that end, the Parks & Recreation Department along with Development Services Staff advertised for a Master Plan to be developed by a consultant and the submittals were opened in November 2016. Barge Design Solutions was selected to create the plan.

An Amendment was approved in June 2020 (Res. 2020-203) to extend the completion date to November 23, 2022. Construction should be complete by early January, 2023, but staff are recommending an extension in the event of unforeseen circumstances, punch list items, etc. This project was initially delayed due to COVID as well as permitting requirements due to the proximity of the South Fork of the Holston River.

The revised agreement extends the date of completion to March 31, 2023. This revision will be considered by the KHRA Board at their November meeting.

**Attachments:**

1. Resolution to accept the agreement
2. Revised Riverbend Park Redevelopment Agreement
3. Map of park property

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AMENDMENT TWO TO THE REDEVELOPMENT AGREEMENT WITH THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY TO EXTEND THE DATE OF COMPLETION OF THE RIVERBEND REDEVELOPMENT DISTRICT PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in October, 2016, the board approved a resolution authorizing the mayor to sign an agreement with the Kingsport Housing and Redevelopment Authority (KHRA) to improve donated land at the Riverbend Redevelopment District to a park; and

WHEREAS, an Amendment was approved in June 2020 (Res. 2020-203), to extend the completion date to November 23, 2022; and

WHEREAS, construction should be complete by early January, 2023, but staff are recommending an extension in the event of unforeseen circumstances, punch list items, etc. This project was initially delayed due to COVID as well as permitting requirements due to the proximity of the South Fork of the Holston River; and

WHEREAS, the agreement with KHRA needs to be amended to extend the date of completion of the project to March 31, 2023.

Now therefore,

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

SECTION I. That an amendment to the agreement with KHRA to extend the date of completion of the improvement to the donated land at the Riverbend Redevelopment District, which is a park, to March 31, 2023, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with KHRA to extend the date of completion of the improvement to the donated land at the Riverbend Redevelopment District, which is a park, to March 31, 2023, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**AMENDMENT TWO TO THE REDEVELOPMENT AGREEMENT**  
**RIVERBEND REDEVELOPMENT DISTRICT**  
**RIVERBEND PARK PROJECT**

This Second Amendment to the Redevelopment Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF KINGSPORT, TENNESSEE ("City"); and the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY ("KHRA")

WHEREAS, the parties have previously entered into a Redevelopment Agreement dated November 18, 2016 ("Redevelopment Agreement") in which the City agreed to construct a public park located

on an approximately 24.1 acres of land being Sullivan County Tax Map 077H, Group C, Parcel 002.50, (the "Project"); and

WHEREAS, the City is presently undertaking the Project and the parties hereto have agreed to amend certain terms of the Redevelopment Agreement including an extension of the required completion date to March 31, 2023.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Paragraph 3.2 of the Redevelopment Agreement shall be deleted in their entirety and replaced as follows:

3.2 Completion of Project. City agrees to complete construction of the Project in accordance with the Site Plan, this Agreement, and all applicable laws, ordinances, and regulations no later than March 31, 2023. ("Completion Date"). If City fails to complete the Project by the Completion Date, the City shall be required to repay all financial assistance received pursuant to Section 3.1 above to KHRA within thirty (30) days of receipt of written notice directing payment. KHRA agrees to apply any repayment received pursuant to this paragraph towards the principal of TIF Indebtedness. Completion shall be defined as Substantial Completion pursuant to AIA standards.

2. All terms and conditions of the Redevelopment Agreement not specifically revised by this Amendment shall remain in full force and effect

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of October, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### Approving an Amendment to the Redevelopment Plan for Kingsport by Amending the Downtown Redevelopment District Boundary

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

Action Form No.: AF-300-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Jessica Harmon  
 Presentation By: C. McCartt/J. Harmon

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The accompanying resolution approves an amendment to the Downtown Redevelopment District to include an additional 24 acres. On May 17, 2005, the Board of Mayor and Aldermen adopted an amendment to the city's Redevelopment Plan which created the Downtown Kingsport Redevelopment District. In 2021, the Downtown District was amended to include Brickyard Park to the boundary.

The area being proposed to be added to the Downtown District through this amendment consists of 24 acres of property along the frontage of Center Street stretching from the existing boundary at Sullivan Street to the intersection with Wilcox Drive. The majority of the structures in the area were built prior to 1950. Several of the commercial structures at key intersections have experienced a decline in property value and approximately 30% of the parcels have been subject to various code violations and often multiple violations. The majority of the residential property is not owner occupied and has led to the decline in upkeep of the structures and property in the area.

KHRA held a public hearing on October 10<sup>th</sup> 2022 which was advertised in the Times-News for 3 consecutive weeks and by a letter to all property owners in the expansion area. One owner was in attendance for general questions. The KHRA Board voted unanimously to approve the expansion as proposed.

#### Attachments:

1. Resolution
2. Map

Funding source appropriate and funds are available: *CM*

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

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDMENT TO THE  
DOWNTOWN REDEVELOPMENT DISTRICT BOUNDARY

WHEREAS, the Kingsport Board of Mayor and Aldermen has previously approved the Redevelopment Plan for Identified Districts and Study Areas for the City of Kingsport, Tennessee (the "Redevelopment Plan") which currently includes seven (7) Redevelopment Districts; and

WHEREAS, on May 17, 2005, pursuant to Resolution No. 2005-125, the Board of Mayor and Aldermen of the City of Kingsport adopted an amendment to the City of Kingsport's Redevelopment Plan for Core Urban Areas which created a redevelopment district for the downtown area of the City of Kingsport; and

WHEREAS, on December 2, 2008, pursuant to Resolution No. 2009-135, the Board of Mayor and Aldermen of the City of Kingsport adopted an amendment to the Downtown Kingsport Redevelopment Plan titled the First Amended and Restated Redevelopment Plan for the Downtown Kingsport Redevelopment District; and

WHEREAS, on December 7, 2021, pursuant to Resolution No. 2022-108, the Board of Mayor and Aldermen of the City of Kingsport adopted an amendment to the Downtown Kingsport Redevelopment Plan titled the First Amendment to the First Amended and Restated Redevelopment Plan for the Downtown Kingsport Redevelopment District; and

WHEREAS, the Kingsport Board of Mayor and Aldermen believes it is in the best interest of the City of Kingsport and Sullivan County, Tennessee to enlarge the boundary of the Downtown Kingsport Redevelopment District as set forth in the current Downtown Kingsport Plan through the adoption of an amendment to the existing Downtown Kingsport Plan; and

WHEREAS, a public hearing was held on October 10, 2022 as required under T.C.A. 13-20-201, et. seq. seeking public input on the proposed amendment of the Redevelopment Plan to the Downtown Kingsport Redevelopment Plan; and

WHEREAS, based upon input from the public hearing and other public solicitation methods and its own investigation, the Kingsport Board of Mayor and Aldermen determine that the proposed amended boundary for the Downtown Redevelopment District represents a blighted area as defined by T.C.A. 13-20-201 in need of redevelopment for the reasons set forth in the plan document, and

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen adopts an Amendment to the Redevelopment Plan, a copy of which is attached hereto and incorporated herein as follows, which amends the Downtown Redevelopment District in the Redevelopment Plan:

**SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED  
REDEVELOPMENT PLAN FOR THE DOWNTOWN KINGSFORT REDEVELOPMENT  
DISTRICT**



On May 17, 2005, pursuant to Resolution No. 2005-125, the Board of Mayor and Aldermen of the City of Kingsport adopted an amendment to the City of Kingsport's Redevelopment Plan for Core Urban Areas which created a redevelopment district for the downtown area of the City of Kingsport ("the Downtown Kingsport Amendment"). On December 2, 2008, pursuant to Resolution No. 2009-135, the Board of Mayor and Aldermen of the City of Kingsport adopted an amendment to Downtown Kingsport Redevelopment Plan titled the First Amended and Restated Redevelopment Plan for the Downtown Kingsport Redevelopment ("the Downtown Kingsport Plan"). On December 7, 2021, pursuant to Resolution No. 2022-108, the Board of Mayor and Aldermen of the City of Kingsport adopted an amendment to the First Amended and Restated Redevelopment Plan for the Downtown Kingsport Redevelopment District to include the Brickyard and Cement Hill areas of Downtown.

The KHRA Board of Commissioners believes it is in the best interest of the City of Kingsport to enlarge the boundary of the Downtown Kingsport Redevelopment District as set forth in the current Downtown Kingsport Plan through the adoption of an amendment to the existing Downtown Kingsport Plan. The areas of the City of Kingsport being added to the Redevelopment District consist of majority of frontage parcels along Center Street stretching from the edge of the existing Downtown Redevelopment District at Sullivan Street to the intersection with Wilcox Drive and are shown in blue on Exhibit 2-B-1 attached hereto (the "Expansion Area").

The Expansion Area consists of approximately 24 acres of land which consists of a mixture of commercial business and single/multi family residential property. The majority of structures in the expansion area were built prior to 1950. Several of the commercial structures at key intersections in the expansion area have experienced a decline in property value over the past 4 years. Approximately 30% of the parcels in the proposed area have been the subject of various code enforcement actions. Over half of the property is not owner occupied which has lead to a decline in upkeep of the structures and property in the area. As a result, a significant portion of this property is vacant and is in need of redevelopment.

Based on the foregoing facts and circumstances and the condition of the Expansion Area as a whole, the Board of Commissioners of KHRA finds that the Expansion Area is blighted as defined by Tenn. Code Ann. § 13-20-201 and should be redeveloped, rehabilitated, and renovated in order to correct such blighted, deteriorated, and dilapidated conditions. The KHRA recommends that the Board of Mayor & Alderman of the City of Kingsport adopt this finding and pledge their support of redevelopment activities within the District and offer their assistance in a public/private partnership as provided by the Plan.

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 18<sup>th</sup> day of October, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER  
APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



# Downtown Redevelopment District Expansion







## AGENDA ACTION FORM

### A Resolution Approving a Lease Agreement with the Tennessee Board of Regents on behalf of its Tennessee College of Applied Technology at Elizabethton

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

Action Form No.: AF-238-2021  
Work Session: October 17, 2022  
First Reading: N/A

Final Adoption: October 18, 2022  
Staff Work By: J. Moorhouse, B. Rowlett  
Presentation By: C. McCartt

#### Recommendation:

Approve the resolution.

#### Executive Summary:

The Tennessee Board of Regents (TBR) desires to enter into a new lease agreement for the space occupied by its Tennessee College of Applied Technology in the KCS facility at 2533 John B. Dennis Highway. This new lease will extend the base term of the lease until October 31, 2027 and supersede the lease agreement approved by the board on December 21, 2021 (Res. No. 2022-131) which is set to expire on January 4, 2023.

TCAT has received grant funding which may be utilized to renovate portions of the occupied space. In order to make full use of those grant funds the base term of the lease needs to be for a five-year period. TBR will be responsible for costs associated with utilities and maintenance for the space which it occupies.

#### 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: *jm*

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF ITS TENNESSEE COLLEGE OF APPLIED TECHNOLOGY AT ELIZABETHTON AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, through the Kingsport City School System (KCS) owns and operates the KCS facility at 2533 John B. Dennis Highway; and

WHEREAS, currently a portion of the space at this facility is leased by the Tennessee Board of Regents (TBR) on behalf of its Tennessee College of Applied Technology at Elizabethton (TCAT) to provide vocational training and education to its students; and

WHEREAS, TBR desires to enter into a new lease agreement to supersede the current lease which will expire on January 3, 2023 that provides for a five year lease term.

Now therefore,

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

SECTION I. That a Lease Agreement with the Tennessee Board of Regents to lease space at the former North High School to provide vocational training opportunities for its students, from November 1, 2022 through October 31, 2027, 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 Lease Agreement with the Tennessee Board of Regents to lease space at the former North High School to provide vocational training opportunities for its students, from November 1, 2022 through October 31, 2027, 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:

**LEASE BETWEEN CITY OF KINGSFORT FOR ITS  
KINGSFORT CITY SCHOOLS AND THE  
TENNESSEE BOARD OF REGENTS, AND THE  
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY DIVISION**

This Lease, entered into as of this \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ **November** \_\_\_\_\_, **2022**, made by and between

**The City of Kingsport**

hereinafter called the Lessor, and

**the Tennessee Board of Regents, on behalf of  
Tennessee College of Applied Technology at Elizabethton**

hereinafter called the State.

**WITNESSETH:**

1. **LOCATION:** The Lessor hereby leases unto the State those certain premises (the "Leased Premises") with the appurtenances situated in the County of Sullivan, City of Kingsport, located at 2533 JB Dennis Bypass, Kingsport, TN 37660.

1. **DESCRIPTION:** The Leased Premises are more particularly described as follows:  
**SEE ATTACHMENT 1**

Being (part of) the same property further described in last recorded instrument conveyed to the Lessor in Deed Book 3454, Page 463, recorded in the Register's Office, Sullivan County, Tennessee

2. **TERM:** The term of this lease shall commence on NOVEMBER 1, 2022 AND SHALL END ON OCTOBER 31, 2027 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this Lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this Lease on the commencement date specified above.

**RENTAL:**

a) State shall pay rental in arrears on the last day of the payment period as follows:

b) Annual rent of \$1.00, payable in installments of \$1.00 per year

Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

4. **TERMINATION:**

a) **FOR CONVENIENCE:**

State may terminate this Lease at any time by giving written notice to the Lessor at least  
90 days prior to the date when such termination becomes effective.

Notice shall commence on the day after the date of mailing.

b) **FOR CAUSE:** The State may in its sole discretion terminate this Lease at any time for any of the following causes:

1) Failure of the Lessor to provide any of the services required under the terms of this Lease;  
2) Failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created;

3) Termination or consolidation of the State operations or programs housed in the Leased Premises because of loss of funding or otherwise;

4) Lack of funding by the appropriate Legislative Body for obligations required of the State under this Lease;

5) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this Lease;

6) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and,

7) Any other breach of the terms of this Lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

5. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:

**City of Kingsport  
415 Broad Street  
Kingsport, TN 37660**

To the State at:

**Tennessee Board of Regents  
Office of Facilities Development  
Third Floor  
1 Bridgestone Park  
Nashville, Tennessee 37214**

6. **ASSIGNMENT AND SUBLETTING:** The State shall not assign this Lease without the written consent of the Lessor, but shall in any event have the right to sublet the Leased Premises.

7. **INSPECTION:** The Lessor reserves the right to enter and inspect the Leased Premises, at reasonable times, and to render services and make any necessary repairs to the Leased Premises.

8. **ALTERATIONS:** The State shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under this Lease or any prior Lease of which this Lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

9. **SURRENDER OF POSSESSION:** Upon termination or expiration of this Lease, the State will peaceably surrender to the Lessor the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is

responsible pursuant to this Lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the Leased Premises or to restore any portion of the Leased Premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the Leased Premises and then only to the extent of any such damage or injury.

**10. QUIET POSSESSION:** Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Leased Premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

**11. REPAIR AND MAINTENANCE:**

a) During the term of this Lease, the State will utilize available funds to update and repair only the space being occupied. This includes, but is not limited to, air conditioning and ventilating equipment, flooring, and painting.

b) The State will handle ongoing maintenance and upkeep of the building only in the space being occupied.

**12. APPROPRIATIONS:** All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate Legislative Body.

**13. DESTRUCTION:**

a) If the Leased Premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

b) In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this Lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this Lease and any other lease between Lessor and State.

c) In the event of any such destruction other than total, where the State has not terminated the Lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the Leased Premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this Lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this Lease and any other Lease between Lessor and State.

d) In the event the State remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

**14. SERVICES AND UTILITIES:**

a) The Lessor shall furnish to the State, during Lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

<input type="checkbox"/>	1) All utilities (except telephone)	<input type="checkbox"/>	5) Hot and Cold Water Equipment
<input type="checkbox"/>	2) Janitor Services & Supplies	<input type="checkbox"/>	6) Restroom Supplies
<input type="checkbox"/>	3) Drinking Fountain	<input type="checkbox"/>	7) Heat Equipment
<input type="checkbox"/>	4) Elevator Service	<input type="checkbox"/>	8) Air Conditioning Equipment

**16. TIME OF THE ESSENCE:** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

**17. HOLDING OVER:** In the event the State remains in possession of the Leased Premises after the expiration of the term of this Lease, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

18. **FINANCIAL INTEREST:** The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above Leased Premises; such list shall be immediately revised in the event of a transfer of any such interest.

19. **CODES:** The Lessor shall maintain the Leased Premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.

20. **SPACE AUDIT:** The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of its knowledge. The State reserves the right to perform physical measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

21. **PEST CONTROL:** The State shall maintain the Leased Premises in a condition that is free of pests, rodents, and other vermin only in the space occupied.

22. The Lessor fully understands that this Lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this Lease has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.

23. **Payment of Taxes:** Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this Lease and is not authorized to pass through the amount of such taxes to the State.

24. Prior to the execution of this Lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

**For the portion of the building being occupied by TCAT faculty, staff and students, the State agrees to maintain and update the space as funds are available. Additionally, the State will pay for utilities and other maintenance services only within the space being occupied. The space being occupied is contained in Attachment 1 below**

**IN WITNESS WHEREOF**, this Lease has been executed by the parties hereto:  
[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 18th day of October, 2022.

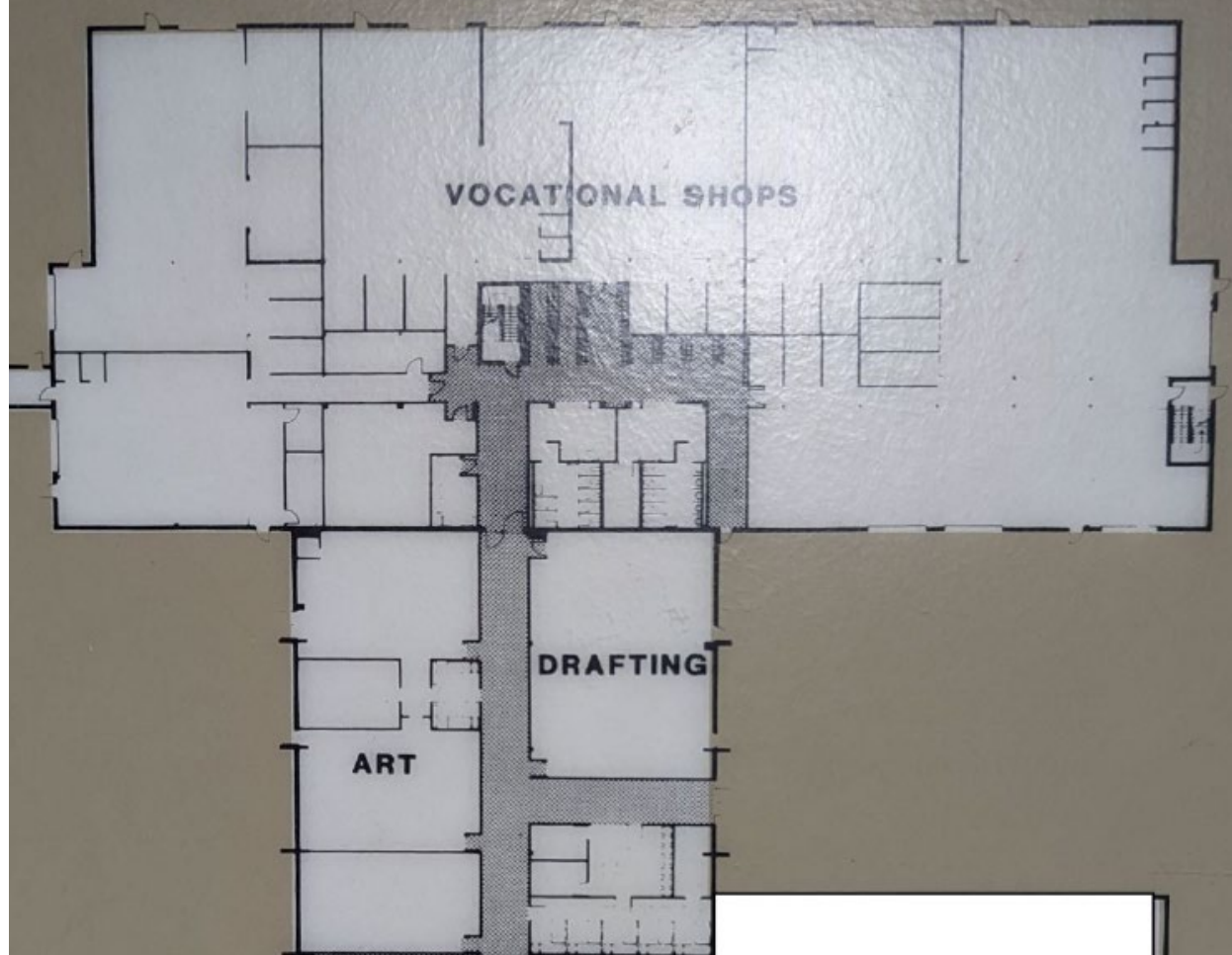
\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER  
APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

## Attachment 1







## AGENDA ACTION FORM

**Consideration of a Resolution Authorizing the Mayor to Sign a Memorandum of Understanding with the University of Tennessee College of Health Sciences, East Tennessee State University, and Ballad Health to Establish a Dental Clinic in the City of Kingsport**

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

Action Form No.: AF-328-2022  
 Work Session: October 17, 2022  
 First Reading: NA

Final Adoption: October 18, 2022  
 Staff Work By: Committee  
 Presentation By: C. McCartt

**Recommendation:**

Approve the resolution.

**Executive Summary:**

For over 14 months City of Kingsport staff have been working with representatives from Eastman, East Tennessee State University (ETSU), University of Tennessee Health Science Center (UTHSC) and Ballad Health to establish a dental clinic within the City of Kingsport for the citizens of our region. Approval of this resolution lays the foundation for all parties to collaborate in establishing dental training, education, and residency programs that will help address the dental workforce demands for the State of Tennessee. Additionally, all parties involved in this MOU agree to collaboratively explore the establishment of a four-year full dental educational program (or potentially dental school) within the corporate limits of the City of Kingsport.

In an effort to support the proposed clinic, the City of Kingsport, through the Kingsport Economic Development Board (KEDB), will secure the necessary space to house the clinic following the parameters identified in the MOU. Additionally, the City will work with all parties to see that all the objectives listed within the MOU are fulfilled.

**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: *JW*

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF TENNESSEE COLLEGE OF HEALTH SCIENCES, EAST TENNESSEE STATE UNIVERSITY, AND BALLAD HEALTH TO ESTABLISH A DENTAL CLINIC; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, staff have been working with representatives from Eastman, East Tennessee State University (ETSU), University of Tennessee Health Science Center (UTHSC) and Ballad Health to establish a dental clinic within the city for the citizens of our region; and

WHEREAS, approval of this resolution lays the foundation for all parties to collaborate in establishing dental training, education, and residency programs that will help address the dental workforce demands for the State of Tennessee, and all parties involved in this MOU agree to collaboratively explore the establishment of a four-year full dental educational program (or potentially dental school) within the corporate limits of the City of Kingsport, Tennessee; and

WHEREAS in an effort to support the proposed clinic, the city, through the Industrial Development Board of the City of Kingsport, Tennessee (KEDB), will secure the necessary space to house the clinic following the parameters identified in the MOU, and the city will work with all parties to see that all the objectives listed within the MOU are fulfilled.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with East Tennessee State University, University of Tennessee Health Science Center and Ballad Health to establish a dental clinic within the city 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 Memorandum of Understanding with East Tennessee State University, University of Tennessee Health Science Center and Ballad Health to establish a dental clinic within the city, 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 memorandum and this resolution, said memorandum being as follows:

**Memorandum of Understanding  
October 5, 2022**

This Memorandum of Understanding ("MOU") among the City of Kingsport, East Tennessee State University ("ETSU"), Ballad Health ("Ballad Health"), and the University of Tennessee, on behalf of its Health Science Center ("UTHSC"), collectively referred to as the "Parties," outlines mutual objectives related to dental education and dental care in the Appalachian Highlands Region ("Region").

Whereas UTHSC offers a broad range of postgraduate and selected baccalaureate training opportunities across six colleges: Dentistry, Graduate Health Sciences, Health Professions, Medicine, Nursing and Pharmacy and UTHSC also educates and trains cohorts of medicine,

pharmacy, and health professions students — in addition to medical residents and fellows — at its major sites in Memphis, Knoxville, Chattanooga, and Nashville;

Whereas UTHSC's College of Dentistry was founded in 1878 and is the third oldest public college of dentistry in the United States and was relocated from Nashville to Memphis in 1911;

Whereas ETSU was founded in 1911 to improve the quality of life in the Region and conducts a comprehensive Academic Health Science Center ("ETSU Health"), which is composed of five colleges: medicine, nursing, pharmacy, public health, and clinical and rehabilitative health sciences that offers world-class health care in dozens of specialties and partners with health care providers such as Ballad Health, the Veterans Administration Medical Center, and other care delivery sites;

Whereas ETSU Health's College of Clinical and Rehabilitative Health Sciences maintains a competitive baccalaureate dental hygiene program with clinical rotations at facilities in Johnson City, Kingsport, and Bristol;

Whereas, the City of Kingsport through the creation and development of the academic village and the City's ongoing partnerships with several colleges and universities has demonstrated its commitment to advancing higher education in the region;

Whereas UTHSC and ETSU serve as the state's public academic health science centers, dedicated to providing education and access to care across the state;

Whereas Ballad Health is an integrated, innovative community health improvement organization serving approximately 1 million people in 29 counties in northeast Tennessee, southwest Virginia, northwest North Carolina, and southeast Kentucky;

Whereas Ballad Health operates a system of 21 hospitals, post-acute care and behavioral health services, and a large multi-specialty group physician practice that works closely with an independent medical community and has created the largest Accountable Care Community in the United States;

Whereas ETSU, Ballad Health, and UTHSC have a shared mission to enhance dental care access in the Appalachian Highlands Region;

Whereas the State of Tennessee seeks to address the critical need of increasing access to dental care, especially in high-risk populations, rural and underserved counties;

Whereas Tennessee currently has approximately 3,200 licensed dentists with 40% anticipated to retire over the next decade;

Whereas according to the American Dental Association (ADA), Tennessee currently has an estimated shortage of over 700 dentists state-wide, ranking 45<sup>th</sup> in the nation for the ratio of population to dentists with 89 (mostly rural) counties that are partially or fully designated as Dental Health Professional Shortage Areas;

Whereas in 2021, under the leadership of Governor Bill Lee, the Tennessee Department of Health convened a Working Group to develop recommendations for addressing the critical need for increased access to dental care;

Whereas based on the Work Group's proposal, the State subsequently approved a five-year \$94 million program to expand access to dental care known as the Healthy Smiles Initiative, which includes recommendations for funding to expand dental school classes at UTHSC;

Whereas the Working Group highlighted the importance of recruiting students from and placing residents in rural and underserved communities as a proven strategy for growing the number of dentists ultimately practicing in those communities; and

Whereas the City of Kingsport, UTHSC, ETSU, and Ballad Health believe that a strategic alliance will benefit the collective goals of bringing needed dental care and dental education to the Region to help fulfill the vision of Governor Lee and the Working group.

Now therefore, the Parties agree to collaborate in establishing dental training, education, and residency programs that will help address the dental workforce demands in the state while concurrently providing necessary dental care to the Region as follows:

The Parties will work together to:

1. Evaluate the patient population and dental care needs of the region.
2. Engage area dentists and members of the First District Dental Society.
3. Explore existing and needed dental specialty coverage.
4. Identify physical space within the corporate limits of the City of Kingsport for a clinic building within sufficient proximity of a Ballad Health hospital to support UTHSC dental students.
5. UTHSC will explore whether clinical operation funds from Healthy Smiles Initiative can potentially contribute, even if minimally and in good faith, to the building support kindly provided by the City of Kingsport.
6. Identify sources and models for start-up costs and sustained operational funding.
7. Develop a phased plan, actionable timeline, and outcome measures.

8. Develop and operate a dental clinic supported by Residents from Ballad Health.
  9. Explore the establishment of a four year full dental educational program collaboratively or potentially dental school within the corporate limits of the City of Kingsport
- Following the Parties' work as set forth above, any binding agreements as to dental training, education, or residency programs developed under this MOU will be set out in formal written agreement(s) between the parties. Any party may terminate this MOU, without incurring any penalty or liability, by providing 90 days' written notice to the other two parties
- [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 Memorandum of Understanding 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 18th day of October, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### Reject the Bid for the Bays Mountain Fox Habitat Project

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

Action Form No.: AF-314-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: David Harris  
 Presentation By: M. Borders

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on September 21, 2022, for the Bays Mountain Fox Habitat project. There were two interested bidders who attended the pre-bid conference, one of which submitted a bid for the project. Unfortunately, the Bid received was considerably larger than the estimate provided by Steve Wilson of Spoden & Wilson Consulting Engineers, the engineer for the project.

After conferring with Mr. Wilson and in consideration of the material prices at this time it is recommended that the bid from Armstrong Construction, Inc. for this project in the amount of \$242,000.00 be rejected and the project be re-advertised at a later date with design alterations.

### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Letter of Recommendation for Rejection Bid from Engineer

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: *JW*

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION REJECTING ALL BIDS RELATED TO THE BAYS  
MOUNTAIN FOX HABITAT PROJECT

WHEREAS, bids were opened on September 21, 2022, for the Bays Mountain Fox Habitat project; and

WHEREAS, the sole bid submitted was considerably larger than the estimate provided by Steve Wilson of Spoden & Wilson Consulting Engineers, the engineer for the project, and therefore the city desires to reject all bids and re-advertise at a later date with design alterations;

Now therefore,

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

SECTION I. That all bids opened September 21, 2022, relating to the Bays Mountain Fox Habitat project, are rejected.

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

ADOPTED this the 18th day of October, 2022.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES  
BID OPENING  
September 21, 2022  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager;  
David Harris, Engineering; Megan Krager, Manager Bays Mountain Park; Tyler Wicks, Bays Mountain Park

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

The Procurement Manager opened with the following bids:

New Fox Habitat @ Bays Mountain Park	
Vendor:	Lump Sum:
Armstrong Construction Company	\$242,000.00

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

**SPODEN & WILSON**  
**CONSULTING ENGINEERS**

PHONE (423) 245-1181  
FAX (423) 245-0852  
430 CLAY STREET  
KINGSPORT, TENNESSEE  
37660

STEVE D. WILSON, P.E.

REGISTRATIONS:  
NORTH CAROLINA  
TENNESSEE  
TEXAS  
VIRGINIA

September 30, 2022

David Harris  
Civil Engineer  
City of Kingsport  
130 Shelby Street  
Kingsport, Tennessee 37660

Re: Bays Mountain Park  
Animal Habitat - Fox  
City of Kingsport  
File No. 21169-AH

Dear Mr. Harris:

Based on our collective review of the recently received bid from Armstrong Construction, Inc. in the amount of \$242,000.00, and based on our continued review of alternatives to the chain link fencing as the overhead enclosure for the referenced habitat facility, we recommend that the received bid be rejected, the design drawings modified to reflect any updates and/or alternatives, and that the project be re-bid with said revisions incorporated.

Please advise if you need additional information or further clarification.

Very truly yours,

A handwritten signature in black ink, appearing to read 'SDW', with a long horizontal line extending to the right.

Steve D. Wilson

SDW/mah





## AGENDA ACTION FORM

### Enter Into the Statewide Contract with SchoolKit, LLC for the Purchase of Math Implementation Support for Kingsport City Schools

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

Action Form No.: AF-295-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Committee  
 Presentation By: David J. Frye

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The administration recommends utilizing statewide contract 72774 with SchoolKit, LLC to acquire services in connection with a Math Implementation Support grant in the amount of \$142,500.00. Services provided under this contract include but are not necessarily limited to the identification of needs in mathematics education, training on instructional practices in mathematics, and provide training and support in using state approved instructional documents to improve mathematics instruction.

Kingsport City Schools benefit from statewide contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the State of Tennessee Central Procurement Office. Also, utilizing state procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

The total cost of this contract is funded from the Math Implementation Support Grant.

The Board of Education approved this motion on October 11, 2022.

#### Attachments:

1. Resolution
2. Contract

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 ENTER INTO THE STATEWIDE CONTRACT WITH SCHOOLKIT, LLC IN CONNECTION WITH A MATH IMPLEMENTATION SUPPORT GRANT FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT.

WHEREAS, Kingsport City Schools has received a grant from the State of Tennessee to be utilized in acquiring services to help identify areas of need and to provide training and supporting in implementing effective mathematics instruction; and

WHEREAS, the State of Tennessee Central Procurement Office has a statewide contract available for the purchase of these services from SchoolKit, LLC; and

WHEREAS, pursuant to Tennessee Code Annotated section 12-3-1201 city is authorized to purchase goods and services pursuant to the same terms secured by the State of Tennessee Central Procurement Office through its procurement process; and

WHEREAS, this project will be funded by the Math Implementation Support Grant in the amount of \$142,500.00; and

Now therefore,

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

SECTION I. That an agreement with SchoolKit for Math Implementation Support in the amount of \$142,500.00, 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 SchoolKit for Math Implementation Support, in the amount of \$142,500.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 18th day of October, 2022.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

**CONTRACT  
BETWEEN KINGSPORT CITY FOR ITS KINGSPORT CITY SCHOOLS AND  
SCHOOLKIT**

This Contract, by and between Kingsport City for its Kingsport City Schools ("District") and **SchoolKit** ("Contractor") is for the provision of Math Implementation Support, as further defined in the "SCOPE OF SERVICES." District and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.  
Contractor Place of Incorporation or Organization: Washington, DC  
Contractor Edison Registration ID # 227328

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. **Assessment:** Refers to any tool used to determine students' skills and knowledge in relation to reading.
- b. **Asynchronous:** Learning that occurs virtually online and through prepared resources, without real-time teacher-led interaction.
- c. **Coach or Coaching:** Refers to instructional Coaching and refers to the process of a School Leader providing support and Feedback on teacher instructional practice using the TN Foundational Skills IPG.
- d. **Concrete Representational Abstract Instruction (CRA):** Refers to a research-based, three step mathematics instructional approach that has been found to be highly effective in teaching math concepts. It focuses on helping students create meaningful connections among concrete, representational, and abstract levels of mathematical understanding and modeling.
- e. **Feedback:** This term refers to the consistent and intentional practice of a School Leader observing a teacher's classroom informally to give them Feedback on their instructional practice. For the purposes of this Contract, Feedback will focus on Implementation of high-quality mathematics materials.
- f. **High-Quality Instructional Materials ("HQIM"):** A complex set of resources that build conceptually through the yearlong scope and sequence as well as through grade levels that includes comprehensive tools that allow teachers to plan instructional experiences for all learners.
- g. **Implementation:** The process that occurs after a district adopts HQIM and requires district leaders, School Leaders, and teachers to change practices to ensure that instruction is grounded in HQIM.
- h. **Instructional Focus Documents ("IFD"):** Documents created by the State that are specific to each mathematics standard providing evidence of learning statements to guide outcome expectations for students at different mastery levels and a description of what to look for in effective instruction for each standard. These documents are currently under final stages of revision for the revised standards. Examples aligned to the current standards can be found at <https://www.tn.gov/education/instruction/academic-standards/mathematics-standards.html> in the drop down menu under Instructional Focus Resources.
- i. **Lesson Preparation/Unit Preparation:** Supporting teachers' unit and lesson planning process grounded within high-quality materials and understanding the daily lesson components of the

materials and how to use those components to deliver lessons and sequence lessons into a unit with a culminating Assessment.

- j. Math Implementation Support Grant Recipient ("Math Implementation Support Grant Recipient" or "district"): A Tennessee district who has been awarded a math Implementation support grant as a result of RFP# 33101-02206633101FA2.
- k. School Leader: A School Leader could serve as a principal, assistant principal or instructional Coach and for the purposes of this Contract serves as an instructional leader within a school and provides teacher Feedback on their instruction.
- l. Synchronous: Learning opportunities that are interactive, two-way online, or distance education that happens in real time with a teacher.
- m. Tennessee Mathematics Instructional Practice Guide ("TN Math IPG"): A classroom observation tool that provides a Coaching framework focused on K-12 mathematics instruction.
- n. Walk-Through: Walk-Through refers to a daylong event where a group of educational leaders visits pre-determined classrooms within a district utilizing the TN Math IPG tool to observe and score classrooms as a vehicle for providing Feedback on Implementation successes and challenges.

A.3. For every Math Implementation Support Grant Recipient that seeks to utilize this Contract, the Contractor shall provide the following, as requested by the Math Implementation Support Grant Recipient:

- a. Lead conversations to help identify areas of greatest district need to be the district's focus area for the duration of the district's grant.
- b. Lead the district in HQIM knowledge building activities prior to the district beginning to use the TN Math IPG as a walkthrough tool.
- c. Lead focused leader Walk-Through training using the TN Math IPG (School Leader and district leader).
- d. Lead focused leader Walk-Through training or Coaching on providing teacher support with TN Math IPG.
- e. Conduct Lesson Preparation/Unit Preparation training for math lessons.
- f. Lead on Tier 1 Instruction, which is defined as use of student work analysis protocols to determine if tasks are on grade level and determine mastery level of students to support and provide next steps needed during on-grade level instruction.
- g. Coach on the use of IFD's in tandem with the TN Math IPG
- h. Provide training for math educators in effective research-based instructional strategies (e.g., CRA) and practices for teaching math
- i. Create embedded lesson support for foundational math skills in grades kindergarten (K) through two (2).
- j. Provide training and support for curriculum-embedded Assessments that determine additional supports necessary for students during Tier I Instruction.
- k. Provide training and support on using the IFD's to strengthen mathematics instruction
- l. Provide training and support for tutoring programming design
- m. As determined by the Math Implementation Support Grant Recipient, the services may be provided in a variety of ways such as on-the-ground training and support, webinars, Synchronous or Asynchronous trainings.

A.4. The Contractor shall comply with all District required monitoring and evaluation activities. This includes but is not limited to monitoring completion of services and district satisfaction through bi-annual (two (2) times per year) reviews, as required by the District's federal grant award.

A.5. Math Implementation Support Grant Recipients will use grant funding from the State to purchase support services that were qualified and approved by the State via RFP #

33101-02206633101FA2. Math Implementation Support Grant Recipients will make selections and purchases from qualified vendors, including the Contractor if they so choose, in accordance with their local purchasing policies and procedures. The Contractor shall invoice Math Implementation Support Grant Recipients for services provided in accordance with the Contractor's cost proposal or finalized costs that may be further determined by each district local purchasing policies and procedures to RFP# 33101-02206633101FA2, Attachment C, incorporated into the Contract as though set forth verbatim.

- a. The Contractor agrees that the prices listed in the Attachment C do not exceed prices the Contractor currently offers elsewhere. If, during the term of this Contract, the Contractor offers to sell or sells any of the services provided under this Contract at a lower rate elsewhere, the Contractor agrees to automatically decrease pricing to purchasing districts in order to match the lowest price offered.
- b. The terms and conditions of this Contract apply to purchases by Tennessee school districts.
- c. The Contractor shall address all invoicing processes and disputes directly with the purchasing district.

**B. TERM OF CONTRACT:**

This Contract shall be effective on September 6, 2022 ("Effective Date") and end on September 22, 2024 after the Effective Date ("Term"). The District shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

This contract is for a total of \$142,500. Kingsport City will pay SchoolKit on the following schedule:

- December 31, 2022 - \$35,625
- June 30, 2023 - \$35,625
- January 31, 2024 - \$35,625
- September 30, 2024 - \$35,625

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The District is not bound by this Contract until it is duly approved by the Parties and all appropriate District officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as District below or any other address provided in writing by a Party.

The District:

Rhonda Stringam  
Kingsport City Schools  
400 Clinchfield Street, Ste. 200, Kingsport, TN 37660  
423-378-2104

The Contractor:

Ethan Mitnick, President  
SchoolKit  
1330 Otis PI NW Suite 2, Washington, DC 20010  
Email: ethan@schoolkitgroup.com  
Telephone # 610-858-1546

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable District officials.
- D.4. Termination for Convenience. The District may terminate this Contract for convenience without cause and for any reason. The District shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the District shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by virtue of any Breach Condition and the District may seek other remedies allowed at law or in equity for breach of this Contract.
- D.6. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the District. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The District reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part of the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.7. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the District.

- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or District law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.9. Prohibition of Illegal Immigrants. The requirements of Tennessee Code Ann. §12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the District a completed and signed copy of the document at Attachment A, hereto, semi-annually during the Term. If the Contractor is a party to more than one contract with the District, the Contractor may submit one attestation that applies to all contracts with the District. All Contractor attestations shall be maintained by the Contractor and made available to District officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to District officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the District.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tennessee Code Ann. § 12-3-309 for acts or omissions occurring after its effective date. This law requires the Chief Procurement Officer to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the District to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United Districts citizen, a Lawful Permanent Resident, or a person whose physical presence in the United Districts is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.10. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the District, the Comptroller of the Treasury, or their duly appointed representatives.



Ethan Mitnick, President

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the District, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the District as requested.
- D.13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.14. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the Parties that such Parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the District and hold it harmless from any costs to the District arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.16. District Liability. The District shall have no liability except as specifically provided in this Contract. In no event will the District be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.
- D.17. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.18. District and Federal Compliance. The Contractor shall comply with all applicable District and Federal laws and regulations in the performance of this Contract.
- D.19. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the District, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the District or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and

agrees that any rights, claims, or remedies against the District or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tennessee Code Ann. §§ 9-8-101-408.

- D.20. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.22. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.23. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance of this Contract, these items shall govern in the order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, and C;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the District solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.24. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The District reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the District. All insurance companies providing coverage must be: (a) acceptable to the District; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the District. Contractor agrees to name the District as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the District. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the District. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars

(\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the District is otherwise named as an additional insured.

Contractor shall provide the District a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the District – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the District evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the District may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The District reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The District agrees that it shall give written notice to the Contractor as soon as practicable after the District becomes aware of any claim asserted or made against the District, but in no event later than thirty (30) calendar days after the District becomes aware of such claim. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the District. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

**a. Commercial General Liability ("CGL") Insurance**

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury,

Ethan Mitnick, President and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a District or local government; or
  - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence,

infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.25. Hold Harmless. The Contractor agrees to indemnify and hold harmless the District as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the District to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

- D.26. HIPAA Compliance. The District and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this section shall survive the termination of the Contract.

- a. Contractor warrants to the District that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the District, including cooperation and coordination with District privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The District and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the District and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another such document.
- d. The Contractor will indemnify the District and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the District because of the violation.

D.27. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. § 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.28. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or District department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, District, or local) transaction or grant under a public transaction; violation of federal or District antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Districtments, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, District, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, District, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the District if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP #33101-02206633101FA2 and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.4. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.5. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any

databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.7. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or



any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.8. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
  - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

SchoolKit:

Ethan Mitnick  
SCHOOLKIT SIGNATURE

9/6/22  
DATE

Ethan Mitnick, President

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY**

**KINGSPORT CITY SCHOOLS**

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**KINGSPORT CITY SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF DISTRICT SIGNATORY (above)**



## AGENDA ACTION FORM

### Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine

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

Action Form No.: AF-315-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Angie Marshall  
 Presentation By: Angie Marshall

#### Recommendation:

Approve the issuance of a Certificates of Compliance to sell wine at the following locations:

- |                            |                         |
|----------------------------|-------------------------|
| 1. Roadrunner Market #6009 | 1104 South Wilcox Drive |
| 2. Roadrunner Market #6025 | 120 East Stone Drive    |
| 3. Roadrunner Market #6045 | 4222 Fort Henry Drive   |
| 4. Roadrunner Market #6054 | 1600 West Stone Drive   |
| 5. Roadrunner Market #6072 | 1045 Bloomingdale Pike  |
| 6. Roadrunner Market #6074 | 1205 Lynn Garden Drive  |
| 7. Roadrunner Market #6076 | 828 West Center Street  |
| 8. Roadrunner Market #6075 | 4001 Memorial Boulevard |
| 9. Roadrunner Market #6044 | 101 Hospitality Plaza   |

#### Executive Summary:

A retail food store is required to file an application with the City Recorder for their Certificate of Compliance to sell wine. This Certificate, which must be issued and signed by the Mayor if the business is within a municipality, is a required attachment to the application submitted to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

These business currently possess a state license but due to management change and a restructure of ownership they are updating their ABC license which requires an updated certificate. All applications have met the requirements of TCA 57-3-806. A police background check has been conducted with nothing found that would prevent the applicants from receiving this certificate. Planning has also verified the businesses are properly zoned.

#### Attachments:

1. None

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	—	—	—



## AGENDA ACTION FORM

### Execute an Agreement between Sullivan County Emergency Medical Services (SCEMS) and the City of Kingsport

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

Action Form No.: AF-285-2022  
 Work Session: October 17, 2022  
 First Reading: N/A

Final Adoption: October 18, 2022  
 Staff Work By: Terry Arnold  
 Presentation By: Asst. Chief Terry Arnold

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

This is an agreement with Sullivan County Emergency Medical Services and the city for the purpose of assuring quality pre-hospital emergency medical care to the people within the City of Kingsport. This agreement assures compliance with the standards set forth by Tennessee Code Annotated (T.C.A.) section 7-61-104, the Tennessee Department of Health- Division of Emergency Medical Services Chapter 1200-12-01 General Rules, and the Medical Director of SCEMS and the Medical Director of KFD. This agreement addresses all guidelines set forth as the first responder agency (Kingsport Fire Department) operating in Sullivan County.

#### Attachments:

1. Resolution
2. Interlocal Agreement

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: *gm*

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH  
SULLIVAN COUNTY EMERGENCY MEDICAL SERVICES AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT  
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO  
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with Sullivan County Emergency Medical Services (SCEMS) for the purpose of assuring quality pre-hospital emergency medical care to the people within the City of Kingsport; and

WHEREAS, this agreement will assure compliance with the standards set forth by Tennessee Code Annotated section 7-61-104, the Tennessee Department of Health- Division of Emergency Medical Services General Rules found in the Tennessee Compilation of Rules and Regulations at Chapter 1200-12-01, and the Medical Director of SCEMS and the Medical Director of KFD; and

WHEREAS, this agreement addresses all guidelines set forth as the first responder agency (Kingsport Fire Department) operating in Sullivan County.

Now therefore,

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

SECTION I. That an agreement with Sullivan County Medical Services (SCEMS), 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 agreement with SCEMS, 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:

**First Responder Agreement**

This agreement is made and entered into on the date shown below by and between Sullivan County Emergency Medical Service, Inc., the primary EMS provider for Sullivan County, Tennessee and hereinafter referred to as SCEMS, and City of Kingsport, Tennessee for its Kingsport Fire Department, said department is a first responder agency, whose primary operations are within the City of Kingsport in Sullivan County and Northeast Hawkins County, and hereinafter referred to as the First Responder or KFD. The parties enter into this agreement for the purpose of assuring quality pre-hospital emergency medical care to the people within the City of Kingsport, Tennessee. Furthermore, this agreement is entered into by the parties to assure compliance with the standards set forth by Tennessee Code Annotated (T.C.A.) section 7-61-104, the Tennessee Department of Health- Division of Emergency Medical Services Chapter 1200-12-01 General Rules, and the Medical Director of SCEMS and the Medical Director of KFD.

**Witnesseth**

That, whereas the parties hereto agree to operate whereby KFD will provide Advanced Life Support first response, along with the service provided by SCEMS, and SCEMS will provide Advanced Life Support care and transport. Both parties agree to operate in accordance with the State Division of EMS rules governing licensed ambulance services and/or First Responders, as set forth by the Tennessee Department of Health guidelines.

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises set forth for the continued joint operations of emergency medical services in Sullivan County and Kingsport, Tennessee, which both parties recognize as a benefit to the health, safety and welfare of the citizens, the parties agree as follows:

#### **Response**

KFD, in conjunction with Kingsport Central Dispatch has established response zones for each fire station that provides coverage to the entire City of Kingsport. These zones will be evaluated and maintained to ensure adequate ALS first response by KFD. KFD will serve in a medical role as the first responder agency. KFD will respond to emergency medical calls when dispatched by Central Dispatch. In the event the primary unit is unavailable, Central Dispatch will assign the next closest KFD unit. KFD agrees to respond to the scene of a medical emergency and render emergency medical care. Any variation to response outside of this agreement will be outlined in separate department policies with input from medical direction and/or be guided by mutual aid agreements separate from this document.

#### **Incident Command**

Both parties agree to use the NIMS Incident Command System and will allow for the growth of on-scene management infrastructure, as situations occur and expand. As directed under T.C.A. section 6-21-703, KFD Officer in Charge will be responsible for the command of the scene. Scene safety will be controlled by KFD or law enforcement. In the event of a large scale or complex incident, a unified command system should be used.

#### **Certification of Personnel**

KFD will be responsible for maintaining member training at the Advanced EMT level as described by the TDH-Division of Emergency Medical Services, and as specified by KFD Standard Operating Policies. It is the policy that each KFD first response unit will be staffed with at least one Paramedic or Advanced EMT. EMT Basics employed by KFD prior to June 1, 2014 are not required to obtain AEMT licensure. KFD hires personnel that have no prior medical training. KFD will make every effort to send those employees to obtain required EMS licensure as soon as possible. Until they complete the required training, those employees will be placed on a unit with at least one paramedic and one EMT. KFD will maintain member personnel files that contain current evidence of member certification, in service training documentation, and health records. KFD will provide SCEMS with a complete and current roster of personnel who are licensed to provide medical care and further agrees to supply SCEMS an updated roster each time the roster is changed and at a minimum of once per year. KFD will ensure that personnel are available for emergency medical response on a twenty-four-hour basis and that those personnel will maintain a current license as a Tennessee Emergency Medical Technician.

#### **Communications**

Both parties agree to maintain two-way communications between the Dispatch Center and each provider's base and mobile operations on the 800 MHz system, unless otherwise amended by this agreement. All units will operate on their agencies primary dispatch frequency. In the event that units from KFD and SCEMS need to communicate via radio, a member from each agency can switch their radio to the other party's frequency to communicate directly to them, or they can relay information to Kingsport Central Dispatch to pass the information from one agency to the other. KFD will maintain all base radio licenses in accordance with FCC regulations, unless operated by SCEMS. Radio procedures will be in accordance with procedures set by each agencies administration in accordance with NIMS recommended plain English and FCC best practices. KFD will respond to all emergency calls as assigned priority by Medical Dispatch, giving consideration to minimal response times in potentially life-threatening circumstances.

#### **Patient Surveys and Medical Care**

KFD will, upon arrival at the scene, conduct an initial patient primary and secondary survey and provide needed treatments within their scope of practice as guided by their medical protocols, and as outlined in this agreement. Any immediate information about the scene that needs to be passed on to the responding EMS unit should be provided directly to the responding SCEMS unit via radio or through Central Dispatch. KFD will provide the SCEMS with a verbal report upon their arrival regarding the nature of the patient presentation, to include, but not limited to all findings and treatments to that point. KFD will record the patient's demographics, chief complaint, vital signs, medical history, current medications, and further relevant medical information including treatments provided and relay this information to the SCEMS crew. KFD and SCEMS will collaboratively provide patient care. The SCEMS Paramedic caring for the patient will be in charge of medical care. Transport destination ultimately will be decided by the transport agency. KFD, when needed, will assist with transport of patient(s). KFD will maintain an accurate patient care report and will conduct an ongoing Quality Assurance Program to assure adequate documentation and treatment. The



patient care reports will be made available to SCEMS either by electronic format or by written report when requested. This information must be requested through the administration of each agency.

#### **Malpractice and Liability Insurance**

KFD will maintain liability coverage and vehicle liability coverage pursuant to the Tennessee Governmental Tort Liability Act.

#### **Medical Equipment**

KFD will have an established medical inventory for each first response unit. This will be guided by local needs and by the state EMS rules (1200-12-1-.03, .16) (2)(d), however KFD is not required to fully comply with the state list, as KFD is not a licensed transport agency. KFD will maintain and make available upon request to SCEMS, daily medical equipment and supply inspections.

#### **Mechanical Inspections**

KFD will ensure that a mechanical inspection of all response vehicles is performed at least annually, by an ASE mechanic working outside KFD. The City of Kingsport Fleet Maintenance performs all maintenance or will contract with outside agencies capable of performing required maintenance. KFD will retain the inspection forms and make the forms available to SCEMS upon request.

#### **Vehicle Rescue Services**

KFD will respond to motor vehicle accidents with injury for the primary purposes of fire suppression, Incident Command, patient care, and extrication activities. Actions on the scene will be dictated by the specific needs of each incident. KFD personnel will also provide patient care needs so long as it is safe to do so. KFD Officer in Charge will be responsible for establishing incident command. This includes denying SCEMS and KFD personnel access to the action circle without the proper personal protective equipment. KFD and/or Kingsport Life Saving Crew personnel will be responsible for vehicle extrication within the City of Kingsport and at the discretion of the on-scene KFD Incident Commander, allow SCEMS personnel to assist, so long as they are properly trained and have the proper personal protective equipment. The decision to extricate should be made based on patient needs, ability to safely access the patient, and the ability to safely remove the patient from the vehicle in order to minimize further injury. Whenever possible and time allows, the decision to extricate should be discussed between KFD paramedic and SCEMS paramedic on scene.

KFD will be responsible for maintaining training and competency of all KFD personnel authorized to extricate. All vehicle extrication will be properly documented in the fire report including the reason extrication was performed and the steps taken to perform the extrication.

#### **Medical Director**

Though KFD operates under the license of SCEMS, KFD may maintain its own Medical Director. KFD's medical director and a designated representative from KFD will be invited to take part in Sullivan County system wide protocol committee meetings. The system wide committee is in addition to and separate from the SCEMS protocol committee. Although they may be requested by any agency in the system, these meetings will be scheduled and chaired by SCEMS. It will be the goal of KFD to work closely with the committee to maintain uniform protocols to minimize the risk of treatment disputes on scene of a medical emergency. The use of protocols or standing orders will be under the control of the Medical Director and authorized and updated as needed. The Medical Director has the right to request an in-person review in the case of questionable treatment or documentation.

#### **Quality Assurance Program**

KFD will maintain a Quality Assurance Program, hereinafter referred to as QA. This will be a subcommittee of the KFD's Medical Operations Committee. Each month, a specific topic will be chosen and 10 of that call type will be QA'd per shift. As well as the specific topic of the month, all cardiac arrests will be QA'd. Any major findings should be reported to the Medical Operations Committee to help guide the In-service Training Program of KFD. KFD Medical Director may request specific and/or random run reports to review. KFD Medical Director may also make special requests of report types to be reviewed. SCEMS agrees to assist as needed with a quality assurance program for KFD. A QA Report will be completed for each call and feedback should be provided to the provider who filled out the report. All QA will be filed either by paper reports or electronically and will be maintained by KFD in accordance with the City of Kingsport's and State of Tennessee adopted records management and retention policies. These QA files will be made available to SCEMS upon request.

SCEMS will complete an annual audit of all paperwork listed in this agreement. At this time an updated insurance form, training plan, and roster including certifications and expiration dates, will be presented to SCEMS.

KFD QA subcommittee will work closely with SCEMS Quality/Financial Assurance.

#### **Infection Control Plan**

KFD agrees to have in place, a working exposure control plan for blood-borne pathogens in accordance with OSHA CFR 1910.1030. KFD will provide its members with the equipment necessary



to comply with the protection standards where possible. A copy of the plan will be supplied to SCEMS and adherence to the plan will be part of the review process done under the Quality Assurance Program. Each member of KFD will receive yearly update training on the control plan as well as OSHA CFR 1910.1030. This training will be provided in-house by KFD.

#### **In-service Education**

A medical in-service education program will be established by the KFD for the continuing education and update of its members. KFD in-service program will be a working program and not merely an action plan. Required training will be established by KFD Medical Operations Committee, in conjunction with KFD Training Division. This program will be overseen by a State of Tennessee EMT Instructor/Coordinator. The annual requirements of this program will be guided by the State of Tennessee Office of EMS, the National Registry of Emergency Medical Technicians, and also based on the current needs of agency. An annual in-service plan will be submitted to the Medical Director each fall for approval of the program for the upcoming year. All in-service education for KFD will be reviewed and approved by the Medical Director. The Medical Director has the right to request specific topics and/or specific in-services in the case of performance issues or changes to the protocols. The Medical Director will work closely with the SCEMS Medical Director concerning training needs. In-service training records will be maintained by KFD and made available upon request to SCEMS. Each In-house Certificate must be signed by the department Instructor/Coordinator and the Medical Director. To assist with medical in-service compliance, KFD employees, as assigned by KFD, are invited, and encouraged to attend SCEMS in-services that are given on a monthly basis. KFD personnel attendance shall be coordinated and approved in advance by the SCEMS training officer to ensure adequate classroom space and/or appropriate student to instructor ratios. SCEMS will provide a yearly in-service schedule to KFD and notify them of any changes to that schedule in a timely manner. It is the intent of both agencies to provide interagency training sessions. These sessions will be coordinated in cooperation with KFD's Training Officer, SCEMS' Training Officer, and KFD's Medical Operations Committee. SCEMS Training Officer will, upon request, work with KFD on specific training topics for KFD and will assist when possible with providing instructors for KFD in-house training needs.

#### **Monitoring and Annual Audit**

KFD will comply with all requests for records that are necessary for the annual audit of SCEMS. The audit will include evidence of vehicle safety inspections, equipment inspections, audit of personnel records, audit of KFD Quality Assurance Program, training records, inspection of radio license, and evidence of satisfactory liability insurance. Satisfactory completion of the annual inspection will result in unconditional operation of KFD.

#### **Agreement Compliance**

KFD's governing body, in conjunction with the SCEMS Medical Director, may revoke any agreement for reasons of noncompliance. KFD will furnish upon request of SCEMS Chief, verification of compliance of the State rules for First Responders, either by written request or site inspection. SCEMS Chief may also request verification of compliance of the terms of this agreement not covered by the State Rules for First Responders.

#### **Disclaimer**

Each party is responsible for their own actions. Neither party will assume any responsibility for the errors of, commission, omission, actions or failure to act, for the other party named in this agreement. All members of each party are to comply with all guidelines and supporting documents associated with medical response as specified by this agreement. Each party must also comply with their Standard Operating Procedures, Standard Operating Guidelines, and Medical Protocols.

#### **Agreement Terms**

Both parties for content will review this agreement at least annually. The parties may amend this agreement as necessary. Unless otherwise altered or terminated by the parties hereto, this agreement will be in perpetuity. Termination of this agreement with or without cause may be made at any time upon 90 days written notification to the other party and approval of the governing body in accordance with T.C.A. section 7-61-104. Termination of this agreement by either party will constitute revocation as a First Responder agency.

[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 18th day of October, 2022.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### A Resolution to Transfer the Improvement Building to the Industrial Development Board of the City of Kingsport

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

Action Form No.: AF-316-2022  
Work Session: October 17, 2022  
First Reading: N/A

Final Adoption: October 18, 2022  
Staff Work By: Chris McCartt & John Rose  
Presentation By: Chris McCartt

#### Recommendation:

Approve the resolution.

#### Executive Summary:

Approval of this resolution authorizes the transfer of 201 West Market Street, known as the Improvement Building to the Industrial Development Board of the City of Kingsport (aka KEDB). Additionally, this resolution authorizes the Mayor to sign all documents necessary and proper to transfer real property at 201 West Market Street to KEDB.

Additionally, an easement in gross or personal license for parking will be conveyed to KEDB and first subsequent purchaser of the real property located at 201 West Market Street upon which the Improvement Building sits.

#### Attachments:

1. Resolution
2. Site Plat

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 DONATION OF REAL PROPERTY COMMONLY KNOWN AS THE IMPROVEMENT BUILDING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE QUITCLAIM DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD

WHEREAS, pursuant to Tennessee Code Annotated section 7-53-310 the city is authorized to make donations of real property by resolution to the Industrial Development Board; and

WHEREAS, the city would like to donate the Improvement Building property located at 201 West Market Street to KEDB together with an easement in gross also known as a personal license to KEDB which may be assigned to the first subsequent purchaser of the property; and

WHEREAS, the board finds that the donation is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city; and

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above, hereby donates to the Industrial Development Board of the City of Kingsport, Tennessee, for the purposes described in an agreement between the parties, the real property commonly called the Improvement Building, located at 201 West Market Street, Kingsport, Tennessee, 37660, together with an easement in gross also known as a personal license to KEDB which may be assigned to the first subsequent purchaser of the real property, said real property being further generally described as follows:

Commencing on a punched railroad spike at the intersection of the easterly right-of-way of Clay Street and the southerly right-of-way of West Market Street; thence departing said punched railroad spike and continuing with the said right-of-way of West Market Street S51°58'00"E 162.00' to a mag nail, said mag nail being the POINT OF BEGINNING. Then departing said mag nail and continuing with the said right of way of West Market Street S51°58'00"E 153.00' to a point in the intersection of the southerly right-of-way of West Market Street and the westerly right-of-way of Shelby Street, thence with the said right-of-way of Shelby Street S38°02'00"W 100.00' to a mag nail in the westerly right-of-way of Shelby Street and the northerly right-of-way of a 20' unnamed alley, thence departing said mag nail and continuing with the said northerly right-of-way of a 20' unnamed alley N51°58'00"W 153.00' to a mag nail, thence departing said mag nail and said right-of-way N38°02'00"E 100.00' to the POINT OF BEGINNING, containing +/- 0.351 acres.

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, an appropriate deed and all other documents necessary and proper to convey the real property described in Section I hereinabove to the Kingsport Economic Development Board, subject to the conditions and terms herein set out.

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

ADOPTED this the 18<sup>th</sup> day of October, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

