



## **AGENDA**

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

**Monday, November 14, 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. Neighborhood Commission Update – Alanna Leonberg
4. Adjourn

**Next Work Session, Dec. 5, 2022:** Legislative Update, Ballad Health Update



# City of Kingsport

November 15, 2022

## Project Status in Pictures

### 1 Riverbend Park

*Most of the concrete pier bases have been installed for under the wooden boardwalk.*

### 3 KATS Garage

*Vertical steel for the garage is being erected on site, with roofing to begin next.*

### 2 Tribe Athletic Complex (2 & 5)

*The court floor is being installed and will be coated soon. The lobby has been painted and new HVAC installed.*

### 4 ADA Sidewalks

*Sidewalks in the Fairacres neighborhood are currently becoming ADA accessible.*





# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$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. Contract to BMA on 11/1/22.
\$28,693,000.00	Ryan McReynolds	<b>Meadow Park Lane State Industrial Access Road</b>	Construction of a new access road (Meadow Park Lane) that tie into the existing Riverport Road and S. Wilcox Road, approximately 2.34 miles.		TDOT survey work nearing completion. Contract amendment #1 on BMA Agenda for 11/1/22 to insert construction funds.
\$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	Work to begin the week of 10/31/22.
\$15,500,000.00	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	Schematic Design Report completed and delivered October 26. Gresham Smith continuing design phase with 60% Plans & Specs due December 16 for City comment.
\$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 Spring 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).	7/1/2024	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	TDOT has awarded the City of Kingsport additional grant funding in the amount of \$775,000 for the pedestrian bridge. This brings the total Transportation Alternatives Program grant funding to \$2,625,000.
\$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	Mattern & Craig is working with TDOT on some design requirements regarding the mobility path.
\$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

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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	11/1/2023	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	Envocore/RTS Water Solution was low bidder at \$46.06 per meter. Purchasing working with bidder to finalize contract.
\$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.	12/31/2023	Working on ARC grant environmental review
\$1,228,491.00	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	<a href="#">Contract to BMA for approval on 11/15</a>
\$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	Interlocal agreement on 11/1 BMA agenda.
\$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	Preliminary Design Plans submitted to TDOT for review 10/18/2022.
\$952,601.98	Kitty Frazier	<b>Riverbend Park - Phase 1</b>		3/31/2023	<a href="#">Pier work for the boardwalk is current focus of project.</a>
\$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.



Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$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.
\$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	GRC was low bidder. Purchasing working on contract approval.
	Borders, Michael	<b>Collar Replacement</b>	Collar replacement for all 18 holes at Cattails at Meadowview	6/30/2023	Bid has been accepted, and we are currently working through the contract process.
	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)		Structural steel Purlins are being hung for roof structure.
	Kitty Frazier	<b>Bike Park at Brickyard</b>	New Bike Park in the vicinity of the new Skate Park.		Bids were opened on October 25 and are currently being reviewed.
	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	12/16/2022	Concrete patching and repairs underway
	Michael Borders	<b>Bays Mountain Park Amphitheater</b>	Construction of new amphitheater at Bays Mountain		Bid documents are under final review for expected November bid.
	Michael Borders	<b>Bays Mountain Park Nature Center Renovations- Phase 1</b>	Renovations to the Nature Center at BMP.		City Information Services and park staff are evaluating technology enhancements for network and WiFi for the project.
	Tom Hensley	<b>WWTP Motor Control Center 6 Upgrade</b>	Upgrade of Motor Control Center 6 at the Wastewater Treatment Plant	9/1/2023	30% design documents received from consultant

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

### **BUSINESS MEETING**

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

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Vice Mayor Colette George  
Alderman Betsy Cooper  
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John Rose, Economic Development Director

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

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

#### **II.B. INVOCATION – Pastor Ed Clevinger, Grace Christian Church**

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

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

None

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

1. Appointments to the Community Development Advisory Committee (AF: 342-2022) (Mayor Shull)
  - Appointments

2. Appointments to the Beverage Board (AF: 343-2022) (Mayor Shull)
  - Appointments

**V. APPROVAL OF MINUTES**

1. Work Session – November 1, 2022
2. Business Meeting – November 1, 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. Apply for and Receive a Grant from the First Tennessee Development District (AF: 339-2022) (Tyra Copas)
  - Resolution
  - Ordinance – First Reading
2. Budget Adjustment Ordinance for the General Projects-Special Revenue Fund in FY 23 (AF: 347-2022) (Terry Arnold)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Authorizing an Interlocal Agreement with Sullivan County, TN to Upgrade Waterlines in Various Locations (AF: 326-2022) (Ryan McReynolds)
  - Ordinance – Second Reading & Final Adoption
2. Budget Adjustment Ordinance for Various Funds in FY23 (AF: 331-2022) (Chris McCartt)
  - Ordinance – Second Reading & Final Adoption

**D. OTHER BUSINESS**

1. Award Purchase for Two (2) 2023 Autocar ASL Refuse Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 338-2022) (Ryan McReynolds, Steve Leonard)
  - Resolution
2. Approve an Amendment to the Preston Construction Company Agreement (AF: 345-2022) (David Frye)
  - Resolution



3. Award the Bid to Thomas Construction Company, Inc. for the Sanitary Sewer Extension – ETSU Valleybrook Campus Project and Authorize the Mayor to Sign all Applicable Documents (AF: 329-2022) (Ryan McReynolds)
  - Resolution
4. Authorize the Reimbursement of Materials Agreement Funds to Carla Karst, Related to the Cox Valley Development (AF: 341-2022) (Ryan McReynolds)
  - Resolution
5. Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC, Related to the Evarts Valley Development (AF: 340-2022) (Ryan McReynolds)
  - Resolution
6. Execute Agreement with Greater Kingsport Alliance for Development for the Lynn Garden Corridor Study (AF: 344-2022) (Chris McCartt)
  - Resolution
7. Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter Into an Agreement with Sync Space (AF: 348-2022) (Chris McCartt)
  - Resolution

Revised 11/14/22

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. Approving the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement Amendment (AF: 349-2022) (Tyra Copas)
  - Resolution
2. Extend Lease Agreement with Eastman Chemical Company (AF: 346-2022) (Ryan McReynolds)
  - Resolution
3. Authorizing the Mayor to Sign a Property Damage Release for Cannon Cochran Management Services, Inc. (CCMSI) and Its Insured Republic Services, Allied Waste and BFI Waste Services, LLC (AF: 336-2022) (Bart Rowlett)
  - Resolution

## **VIII. COMMUNICATIONS**

- A. City Manager
- B. Mayor and Board Members
- C. Visitors

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

**IX. ADJOURN**





## AGENDA ACTION FORM

### Appointments to the Community Development Advisory Committee

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

Action Form No.: AF-342-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 2022  
 Staff Work By: Michael Price  
 Presentation By: Mayor Shull

### Recommendation:

Approve appointments.

### Executive Summary:

It is recommended to reappoint Dr. Dorothy Dobbins and to appoint Rev. Chris Harpster to the Community Development Advisory 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 five members; various roles that relate to serving the low/moderate income population of the City of Kingsport.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Morris Baker	11/30/23	1	At-large
Seth Jervis	11/30/23	1	KHRA Rep.
Rene Mann	11/30/23	1	FTDD Rep.
Rick Meade	11/30/22	1	Faith-based Rep.
Dorothy Dobbins	11/30/22	1	At-large

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Morris Baker	11/30/23	1	At-large
Seth Jervis	11/30/23	1	KHRA Rep.
Rene Mann	11/30/23	1	FTDD Rep.
Chris Harpster	11/30/25	1	Faith-based Rep.
Dorothy Dobbins	11/30/25	2	At-large

### Attachments:

1. Dr. Dorothy Dobbins Bio
2. Rev. Chris Harpster Bio

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

**Dorothy Dobbins, PhD**

Retired

Associate V.P. Cultural Affairs

Division of Health Sciences

East Tennessee State University

Dr. Dorothy Dobbins is retired ETSU professor where she was Associate Vice President for Cultural Diversity in the Division of Health Sciences and an Assistant Professor in the Department of Social Work. Dr. Dobbins was the founding director of the Office of Student Support Services in the James H. Quillin College of Medicine. In 2001, Dr. Dobbins was selected to establish Health Sciences' Office of Cultural Affairs. Among her many accomplishments has been securing the first federal funding at ETSU for Ronald McNair Post-Baccalaureate Achievement Program, which encourages and facilitates doctoral studies for students from low-income or first-generation college student backgrounds or minority students. She currently serves on the ARCH board as well as assisting with several other organizations.

**Biography for Rev. Chris Harpster**

I am Rev. Chris Harpster (Deacon Chris) and I serve as an ordained Deacon at St. Paul's Episcopal Church in Kingsport. I have been serving there since December 2007. I serve as the church's Ministry Coordinator for all of the Outreach programs and projects that St. Paul's have established.

I also serve as the Chaplain for The Episcopal University Ministry; Emmaus Episcopal Ministry at ETSU University. This role allows me even more opportunities to serve our community.

My ministry as a Deacon is to serve wherever there is a need that could help and benefit our community.

I would be honored to serve on the Community Development Committee and offer my gifts and talents to helping our Kingsport Community.





## AGENDA ACTION FORM

### Appointments to the Beverage Board

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

Action Form No.: AF-343-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 2022  
 Staff Work By: Michael Price  
 Presentation By: Mayor Shull

### Recommendation:

Approve appointments.

### Executive Summary:

It is recommended to reappoint Mike Forrester and John McKinley to the Beverage Board. 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 nine members: Police Chief (Chief Phipps), Director of Planning (Ken Weems), City Recorder (Lisa Winkle) and six residents of the City of Kingsport with one having at least five years' experience in business administration in ownership or operation of retail enterprise and one licensed to practice law.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Stephen LaHair	3/31/25	4	KPT Resident; Business Owner
Mike Forrester	12/31/22	1	KPT Resident; Licensed Attorney
John McKinley	12/31/22	Fulfilling unexpired term	KPT Resident
Natalie Wells	7/31/23	1	KPT Resident
Cody Woods	10/31/23	1	KPT Resident
Lonnie Salyer	6/30/24	3	KPT Resident

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Stephen LaHair	3/31/25	4	KPT Resident; Business Owner
Mike Forrester	12/31/25	2	KPT Resident; Licensed Attorney
John McKinley	12/31/25	1	KPT Resident
Natalie Wells	7/31/23	1	KPT Resident
Cody Woods	10/31/23	1	KPT Resident
Lonnie Salyer	6/30/24	3	KPT Resident

### Attachments:

1. Mike Forrester Bio
2. John McKinley Bio

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



**Michael L. Forrester, Partner**

Hunter · Smith · Davis, LLP  
Attorneys at Law

1212 N. Eastman Road  
Kingsport, TN 37664

423-378-8836  
mforrester@hdsdlaw.com

Michael Forrester has practiced with the firm since 1984. Since becoming a partner in 1990, he has enjoyed a varied and challenging state and federal court civil law practice. His primary emphasis has been on employment-related litigation, particularly workers' compensation and civil actions brought under the Employee Retirement Income Security Act (ERISA). He is certified by the Tennessee Supreme Court Alternative Dispute Resolution Committee as a Rule 31 Listed General Civil Mediator.

Mr. Forrester has been fortunate to represent and work with some of the most respected and dynamic employers in Northeast Tennessee on a wide variety of issues, including employer representation in court and administrative trials and hearings, workplace training and investigations, discipline and termination matters, benefits and leave issues, accommodation and disability disputes, and drafting and enforcement of company policies and procedures.

JOHN H. MCKINLEY  
Rear Admiral, USNR (Ret.)

Born Harlan, KY, 28 Feb 1939. In 1961, graduated with a BS in Textile Chemistry from GA TECH and commissioned an Ensign in the Naval Reserve via the Naval ROTC program.

Served 2 years active duty aboard the destroyer, USS JONAS INGRAM (DD 938). Served on two additional Destroyers and an Amphibious Cargo Vessel as a Reserve Weapons and Executive Officer totaling 9 years sea duty both active and reserve. As a reserve officer, held 8 commands and was Inspector General, Readiness Command Region 10.

Joined Eastman in late 1963. Retired after 34 years, held management positions in tech service, sales, product resources and business organizations.

Selected for promotion to Rear Admiral (Lower Half) in Nov. 1990 and Rear Admiral (Upper Half) in Jan 1994. He held 4 commands as a flag officer.

Awarded the Defense Superior Service Medal, the Legion of Merit (3 awards), the Meritorious Service Medal (2 awards) and the Navy/Marine Corps Commendation Medal.

In 1998, returned to active duty as Deputy Commander in Chief, US Naval Forces Europe (acting) stationed in London, England. Retired from the Navy in Feb. 1999 at the US Embassy in London after serving 37 ½ years.

Community service: Past board member Kingsport Symphony, vestry and senior warden Saint Paul's Episcopal Church, chairman of Saint Paul's Kindergarten and Day School board, Past President Kiwanis Club of Kingsport, board member of Move to Kingsport (Kingsport Chamber of Commerce).

Attended Naval War College, Army War College and National Defense University.

Married to Winkle whom he met while in the navy in Jacksonville, FL. Married 56 years this August. Their daughter Mary and granddaughter Mia, live in Ashville, NC. Mary is an artist and graphic designer.

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Tuesday, November 1, 2022, 4:00 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

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:** 4:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** by City Recorder/Treasurer Lisa Winkle.
3. **SYNC SPACE/LAUNCH TN.** Heath Guinn gave a presentation on this item, highlighting the significant return on investment by the city since December 2019. He discussed the goal to make Kingsport a recognized center of entrepreneurship and innovation and the steps taken to get there. Mr. Guinn also discussed future needs and requested funding. Discussion ensued throughout the presentation as he answered questions from the board.
4. **UTILITIES UPDATE.** Deputy City Manager Ryan McReynolds presented this item, highlighting processes and discussing what drives the budgetary CIP decisions for water and sewer. He also provided details on Item VI.D.1 on the business meeting agenda.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Tuesday, November 1, 2022**

**5. REVIEW OF AGENDA ITEMS ON THE NOVEMBER 1, 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.C.4 Budget Adjustment for Various Funds in FY23** (AF: 308-2022). The City Manager pointed there was an amendment to this item that needed to be made before the final vote tonight at the business meeting.

**V.D.1 Amendment to Professional Services Agreement with Barge Design Solutions, Inc. for the Reedy Creek Trunk Sewer Improvements Phase 2 Project** (AF: 327-2022). This item was addressed by Deputy City Manager McReynolds during the Utilities presentation.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:40 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, November 1, 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:** St. Dominic's School Students.

**II.B. INVOCATION:** Misti McCreary, Associate Pastor, First Broad Street United Methodist Church.

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

**IV.A. RECOGNITIONS AND PRESENTATIONS.** None.

**IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.

**V. APPROVAL OF MINUTES.**

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

- A. October 17, 2022 Regular Work Session
- B. October 18, 2022 Regular Business Meeting

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 1, 2022**

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

**1. Authorize Interlocal Agreement with Sullivan County, Tennessee, to Upgrade Waterlines in Various Locations (AF: 326-2022) (Ryan McReynolds).**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2023-099**, A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SULLIVAN COUNTY, TENNESSEE TO UPGRADE WATERLINES IN VARIOUS LOCATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

Motion/Second: Cooper/George, to pass:

AN ORDINANCE TO AMEND THE WATER PROJECT 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. Budget Adjustment for Various Funds in FY23 (AF: 331-2022) (Chris McCartt).**

Motion/Second: Olterman/Duncan, to pass:

AN ORDINANCE TO AMEND THE 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."

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

**1. Approve Tennessee Commission on Aging Grant and Appropriate the Funds (AF: 311-2022) (Michael Borders).**

Motion/Second: Montgomery/Phillips, to pass:

**ORDINANCE NO. 7053**, 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

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

**2. Amend FY23 General Purpose School Fund Budgets (AF: 323-2022) (David Frye).**

Motion/Second: Duncan/Phillips, to pass:

**ORDINANCE NO. 7054**, 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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 1, 2022**

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

**3. Amend FY23 School Special Projects Fund Budget (AF: 324-2022) (David Frye)**

Motion/Second: Phillips/Olterman, to pass:

**ORDINANCE NO. 7055**, AN ORDINANCE TO AMEND THE FY 2023 SCHOOL SPECIAL PROJECTS FUND BUDGET; 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.”

**4. Budget Adjustment for Various Funds in FY23 (AF: 308-2022)**  
(Chris McCartt). Vice-Mayor George made a motion to amend this item as read by the City Attorney. Alderman Montgomery seconded the motion with all present voting “aye.”

Motion/Second: George/Duncan, to pass as amended:

**ORDINANCE NO. 7056**, AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS 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. Amendment to Professional Services Agreement with Barge Design Solutions, Inc. for the Reedy Creek Trunk Sewer Improvements Phase 2 Project (AF: 327-2022) (Ryan McReynolds).**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2023-100**, A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR THE REEDY CREEK TRUNK SEWER IMPROVEMENTS PHASE 2 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**2. Ratify Mayor’s Signature to Apply and Receive American Recovery Plan Grant through the Tennessee Department of Environment and Conservation (AF: 330-2022) (Ryan McReynolds)**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 1, 2022**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2023-101**, A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A STATE WATER INFRASTRUCTURE GRANT THROUGH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

Passed: All present voting "aye."

~~3. **Bid Award to Thomas Construction Company, Inc. for the Sanitary Sewer Extension – ETSU Valleybrook Campus Project and Authorize the Mayor to Sign All Applicable Documents** (AF: 329-2022) (Ryan McReynolds).~~

~~This agenda item was withdrawn on October 31, 2022.~~

**4. Interlocal Agreement with Washington County, Tennessee, to Extend Waterlines at Various Locations in Washington County** (AF: 304-2022) (Ryan McReynolds).

Motion/Second: George/Phillips, to pass:

**Resolution No. 2023-102**, A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH WASHINGTON COUNTY, TENNESSEE TO INSTALL WATERLINES IN VARIOUS LOCATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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

Motion/Second: George/Olterman, to adopt:

**1. Amendment to the School Crossing Guard Services Contract & Interdepartmental Memorandum of Understanding Between Kingsport City Schools and Kingsport Police Department and Authorize the Mayor to Sign All Applicable Documents** (AF: 332-2022) (Dale Phipps).

Pass:

**Resolution No. 2023-103**, A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR SCHOOL CROSSING GUARDS WITH CROSS SAFE; AUTHORIZING AN AMENDMENT TO THE INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGSFORT POLICE DEPARTMENT AND THE KINGSFORT CITY SCHOOLS; AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENTS FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENTS

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 1, 2022**

**2. Authorize an Amendment to the State Industrial Access (SIA) Agreement with TDOT for the Meadow Park Lane Project (AF: 333-2022) (Ryan McReynolds).**

Pass:

**Resolution No. 2023-104**, A RESOLUTION AUTHORIZING AN AMENDMENT TO AGREEMENT NUMBER 210040 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STATE INDUSTRIAL ACCESS ROAD - MEADOW PARK LANE EXTENSION PROJECT

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

**3. Authorize a Sponsorship Agreement with Eastman Credit Union for the Kingsport Aquatic Center's Lazy River (AF: 334-2022) (Michael Borders).**

Pass:

**Resolution No. 2023-105**, A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT WITH EASTMAN CREDIT UNION FOR THE LAZY RIVER AT THE KINGSFORT AQUATIC CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**4. Approve a Website and Social Media Policy and an Acceptable Use of Information Technology Assets Policy (AF: 335-2022) (Tyra Copas).**

Pass:

**Resolution No. 2023-106**, A RESOLUTION ADOPTING A CITY OF KINGSFORT WEBSITE AND SOCIAL MEDIA POLICY AND A CITY OF KINGSFORT ACCEPTABLE USE OF INFORMATION TECHNOLOGY ASSETS POLICY TO BE INCLUDED IN THE KINGSFORT POLICIES AND PROCEDURES FOR CITY EMPLOYEES

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

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. McCartt thanked Eastman Credit Union for continuing to sponsor the Lazy River at the Aquatic Center. He also thanked city staff and those who participated in the downtown trick or treat event last weekend.

**B. MAYOR AND BOARD MEMBERS.** Alderman Phillips stated it was officially the Christmas season and lights were already up in downtown. He also commented on the trick or treat event last Saturday noting there was so much happening in the community. Alderman Olterman encouraged citizens to come



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 1, 2022**

out and support the Indians at the playoff game Friday night. Alderman Duncan recognized Bob Miller turning 104 last Friday. He also commented on the upcoming 75<sup>th</sup> anniversary Chamber event. Alderman Cooper pointed out Christmas decorations went up today in City Hall and that all of the trees were sponsored for Christmas in the Park. She highlighted many upcoming events including the Shop and Hop and Lamplight Theatre presenting The Best Christmas Pageant Ever. She stated citizens could check out the DKA website for more information. Vice-Mayor George congratulated the DB Band for winning their competition. She also commented on the Halloween event seeing thousands of people participate and pointed out there is something going on every weekend. Lastly she mentioned the Thanksgiving holiday and how blessed we are to live here. Mayor Shull also commented on how Thanksgiving was a special holiday growing up and stated we have a lot to be thankful for. He indicated the United Way is still taking contributions and also expressed appreciation for Eastman. Lastly he recognized the communications department and their efforts for the city.

**C. VISITORS.** Ms. Pat Bradley made comments regarding emergency crisis shelters.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:42 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### Apply for and Receive a Grant from the First Tennessee Development District

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

Action Form No.: AF-339-2022  
 Work Session: November 14, 2022  
 First Reading: November 15, 2022

Final Adoption: December 6, 2022  
 Staff Work By: Tyra Copas  
 Presentation By: Tyra Copas

### Recommendation:

Approve the Resolution and the Ordinance.

### Executive Summary:

The American Apprenticeship Initiative Program Grant is being offered by the First Tennessee Development District to reimburse training costs for local workforce development. The grant will provide reimbursements for the training of four new individuals within Central Dispatch. The total of the grant awarded by FTDD is \$10,000 and requires a \$5,000 match. Matching funds have been identified within the Human Resources budget.

On June 21, 2022, the Board approved registering the City to become an official Registered Apprenticeship Sponsor. The City identified the 911 dispatcher occupation for the registered apprenticeship model.

### Attachments:

1. Resolution
2. 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: *me*

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
ALL DOCUMENTS NECESSARY AND PROPER TO APPLY  
FOR AND RECEIVE THE AMERICAN APPRENTICESHIP  
INITIATIVE PROGRAM GRANT FROM THE FIRST TENNESSEE  
DEVELOPMENT DISTRICT

WHEREAS, funding is available through the First Tennessee Development District's American Apprenticeship Initiative Program grant to provide apprenticeship training which includes on the job learning as well as technical and theoretical classroom instruction; and

WHEREAS, on June 21, 2022, the Board approved registering the city to become an official Registered Apprenticeship Sponsor; and

WHEREAS, the city desires to apply for an American Apprenticeship Initiative Program grant through the First Tennessee Development District; and

WHEREAS, city will utilize the grant funds to cover costs associated with training four (4) new individuals within the Central Dispatch Division of the Kingsport Police Department; and

WHEREAS, the amount of the grant award requested is \$10,000.00, and requires a \$5,000.00 match which is already identified within the Human Resources Department budget.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive an American Apprenticeship Initiative grant from the First Tennessee Development District, in the amount of \$10,000, which requires a \$5,000 match, which is identified with the current Human Resources Department budget.

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

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

## THE CHAIRMAN'S MESSAGE

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### THE FOMENTO "N. O. C. (INTERO)"

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL 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 Fund be increased by appropriating a grant from  
the First Tennessee Development District in the amount of \$10,000.

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-0000-332.69-10 FTDD Apprenticeship	0	\$10,000	\$10,000
<b>Total:</b>	<b>0</b>	<b>\$10,000</b>	<b>\$10,000</b>

**Expenditures:**

	\$	\$	\$
110-1501-411.20-45 Training	5,000	\$10,000	\$15,000
<b>Total:</b>	<b>5,000</b>	<b>\$10,000</b>	<b>\$15,000</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 the General Projects-Special Revenue Fund in FY 23

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

Action Form No.: AF-347-2022  
 Work Session: November 14, 2022  
 First Reading: November 15, 2022

Final Adoption: December 6, 2022  
 Staff Work By: Terry Arnold  
 Presentation By: Terry Arnold

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The General Projects-Special Revenue Fund is being increased by accepting a grant from Enbridge, Inc. for the purchase of Gas Monitors for the Fire Training Facility in the amount of \$7,500.

#### 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 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 accepting a grant from Enbridge, Inc. for the purchase of Gas Monitors for the Fire Training Facility in the amount of \$7,500.

**Account Number/Description:**

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

**Fire Equipment (NC2216)**

**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	295,856	0	295,856
111-0000-364.20-00 From Corporations	0	7,500	7,500
111-0000-391.01-00 From General Fund	150,000	0	150,000
<b>Total:</b>	<b>445,856</b>	<b>7,500</b>	<b>453,356</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.90-04 Equipment	445,856	7,500	453,356
	<b>445,856</b>	<b>7,500</b>	<b>453,356</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 an Interlocal Agreement with Sullivan County, TN to Upgrade Waterlines in Various Locations

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

Action Form No.: AF-326-2022  
 Work Session: November 1, 2022  
 First Reading: November 1, 2022

Final Adoption: November 15, 2022  
 Staff Work By: Chad Austin  
 Presentation By: Ryan McReynolds

### Recommendation:

Approve the Budget Ordinance.

### Executive Summary:

Sullivan County, TN is receiving American Rescue Plan funding to distribute to utilities that serve residences throughout the county. Kingsport presented options to First Tennessee Development District for funding consideration. Working for Sullivan County, FTDD determined a plan to distribute their funds throughout the county. Kingsport was presented \$2,298,271 in funding for three areas outside city limits, but within Sullivan County. These areas are:

- a. Lakecrest Dr area (approx. 11,400 ft serving 128 properties)
- b. Gravely Rd / Thomas Addition areas (approx. 6,100 ft serving 96 properties)
- c. Fordtown Rd / Jackson Hollow Rd area (approx. 5,000 ft serving 72 properties)

The agreement will allow Sullivan County to provide funding to upgrade waterlines and place them into service. Payment will be made from Sullivan County once bids are opened for the project and the lowest compliant bidder is chosen.

Kingsport must provide matching funding of at least \$255,363 as part of the grant proposal. Since part of this project was already in our CIP we will be providing matching funds that exceed this minimum amount. Construction cost, including engineering, is estimated to be \$3,000,000.

This action will allow the City to enter into the agreement and allocate money, to be repaid by Sullivan County, to a new project within the Water Fund. Matching funding (\$701,729) is available and will be reallocated from WA2204.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *jm*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE WATER PROJECT 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 Water Project Fund budget be amended by transferring \$701,729 from the Master Water Plan Upgrades project (WA2204) to the Sullivan County Water Upgrades project (WA2304).

**Account Number/Description:**

**Water Project Fund: 451**

**Master Water Plan Upgrades (WA2204)**

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
451-0000-391.05-69 GO Bonds Series 2021	\$ 995,700	\$ (701,729)	\$ 293,971
<b>Totals</b>	<b>995,700</b>	<b>(701,729)</b>	<b>293,971</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.90-03 Improvements	995,700	(701,729)	293,971
<b>Totals</b>	<b>995,700</b>	<b>(701,729)</b>	<b>293,971</b>

**Sull Co Water Upgrades (WA2304)**

**Revenues:**

	\$	\$	\$
451-0000-368.99-00 Miscellaneous	2,298,271	0	2,298,271
451-0000-391.05-69 GO Bonds Series 2021	0	701,729	701,729
<b>Total:</b>	<b>2,298,271</b>	<b>701,729</b>	<b>3,000,000</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.20-22 Construction Contracts	0	2,700,000	2,700,000
451-0000-605.20-23 Arch/Eng/Landscaping Serv	0	300,000	300,000
451-0000-605.90-03 Improvements	2,298,271	(2,298,271)	0
<b>Total:</b>	<b>2,298,271</b>	<b>701,729</b>	<b>3,000,000</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-331-2022  
 Work Session: November 1, 2022  
 First Reading: November 1, 2022

Final Adoption: November 15, 2022  
 Staff Work By: John Morris  
 Presentation By: Chris McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The General Projects-Special Revenue Fund is being increased by appropriating \$73,505 from the General Fund to the Sidewalk Imp project (NC2302).

The General Project Fund is being increased by accepting a donation from the Bays Mountain Park Association in the amount of \$250,000 to the BMP Nature Center Project (GP2215), by returning \$73,505 to the General Fund from the AEP Sidewalk Improvements project (GP2015), and by exchanging \$300,000 in ARPA funding from the Library Renovations project (GP2300) to the Street Resurfacing project (GP2033) and by transferring \$300,000 in bond money from the Street Resurfacing project (GP2033) to the Library Renovations project (GP2300). Closes GP2015.

The Water Project Fund is being amended by transferring \$60,000 from the Main Street Waterline Replacement project (WA1901) to the Master Plan Water Upgrades project (WA2204).

The Stormwater Project Fund is being amended by transferring \$303,493 from the Rosehaven Court Stormwater Upgrades project (ST2109) to the Reservoir Road Stormwater Upgrades project (ST2108). Closes ST2109.

#### 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	—	—	—



## 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 Projects-Special Revenue Fund be increased by appropriating \$73,505 from the General Fund to the Sidewalk Imp project (NC2302).

SECTION II. That the General Project Fund be increased by accepting a donation from the Bays Mountain Park Association in the amount of \$250,000 to the BMP Nature Center Project (GP2215), by returning \$73,505 to the General Fund from the AEP Sidewalk Improvements project (GP2015), and by transferring \$300,000 in ARPA funding from the Library Renovations project (GP2300) to the Street Resurfacing project (GP2033) and by transferring \$300,000 in bond money from the Street Resurfacing project (GP2033) to the Library Renovations project (GP2300). Close GP2015.

SECTION III. That the Water Project Fund be amended by transferring \$60,000 from the Main Street Waterline Replacement project (WA1901) to the Master Plan Water Upgrades project (WA2204).

SECTION IV. That the Stormwater Project Fund be amended by transferring \$303,493 from the Rosehaven Court Stormwater Upgrades project (ST2109) to the Reservoir Road Stormwater Upgrades project (ST2108). Close ST2109.

**Account Number/Description:**

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

**Sidewalk Imp (NC2302)**

**Revenues:**

111-0000-391.01-00 From General Fund

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 255,000	\$ 73,505	\$ 328,505
<b>Total: 255,000</b>	<b>73,505</b>	<b>328,505</b>

**Expenditures:**

111-0000-601.20-22 Construction Contracts

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 255,000	\$ 73,505	\$ 328,505
<b>Total: 255,000</b>	<b>73,505</b>	<b>328,505</b>

**Account Number/Description:****General Project Fund: 311****BMP Nature Center (GP2215)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-391.62-00 Bays Mtn Park Comm Fund	750,000	250,000	1,000,000
<b>Total:</b>	<b>750,000</b>	<b>250,000</b>	<b>1,000,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	750,000	250,000	1,000,000
<b>Total:</b>	<b>750,000</b>	<b>250,000</b>	<b>1,000,000</b>

**AEP Sidewalk Improvements (GP2015)****Revenues:**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-364.20-00 From Corporations	127,760	0	127,760
311-0000-368.10-66 Series 2019 GO Improvment	30,382	0	30,382
311-0000-368.21-01 Premium From Bond Sale	2,382	0	2,382
311-0000-391.01-00 From General Fund	498,579	(73,505)	425,074
<b>Totals:</b>	<b>659,103</b>	<b>(73,505)</b>	<b>585,598</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	288,952	(54,334)	234,618
311-0000-601.90-06 Purchases \$5,000 & Over	370,151	(19,171)	350,980
<b>Totals:</b>	<b>659,103</b>	<b>(73,505)</b>	<b>585,598</b>

**Street Resurfacing (GP2033)****Revenues:**

	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	0	300,000	300,000
311-0000-337.52-10 FHWA/TN FHWA 80%	2,000,000	0	2,000,000
311-0000-368.10-55 Series 2017 A GO Bonds	64,000	(64,000)	0
311-0000-368.10-56 GO Bonds Series 2018 A	246,569	(236,000)	10,569
311-0000-368.10-66 Series 2019 GO Improvment	172,411	0	172,411
311-0000-368.21-01 Premium From Bond Sale	17,020	0	17,020
<b>Totals:</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	247,000	0	247,000
311-0000-601.90-01 Land	25,000	0	25,000
311-0000-601.90-03 Improvements	2,228,000	0	2,228,000
<b>Totals:</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>

**Library Renovations (GP2300)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	5,178,444	(300,000)	4,878,444
311-0000-368.10-55 Series 2017 A GO Bonds	0	64,000	64,000
311-0000-368.10-56 GO Bonds Series 2018 A	0	236,000	236,000
<b>Total:</b>	<b>5,178,444</b>	<b>0</b>	<b>5,178,444</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	4,932,044	0	4,932,044
311-0000-601.20-23 Arch/Eng/Landscaping Serv	246,400	0	246,400
<b>Total:</b>	<b>5,178,444</b>	<b>0</b>	<b>5,178,444</b>

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

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	6,402,035	(73,505)	6,328,530
110-4804-481.70-36 To General Project Fund	134,052	73,505	207,557
<b>Total:</b>	<b>6,536,087</b>	<b>0</b>	<b>6,536,087</b>

**Account Number/Description:****Fund 451: Water Project Fund****Main St Waterline Replacement (WA1901)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	17,829	0	17,829
451-0000-391.05-48 GO Bonds Series 2018 B	1,149,252	0	1,149,252
451-0000-391.05-56 Series 2019 GO Improve	103,899	0	103,899
451-0000-391.05-69 GO Bonds Series 2021	5,044	0	5,044
451-0000-391.45-00 From Water Fund	488,976	(60,000)	428,976
<b>Total:</b>	<b>1,765,000</b>	<b>(60,000)</b>	<b>1,705,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping	60,000	(60,000)	0
451-0000-605.90-01 Land	2,000	0	2,000
451-0000-605.90-03 Improvements	1,703,000	0	1,703,000
<b>Total:</b>	<b>1,765,000</b>	<b>(60,000)</b>	<b>1,705,000</b>

**Master Water Plan Upgrades (WA2204)****Expenditures:**

451-0000-391.05-69 GO Bonds Series 2021

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	995,700	0	995,700
	0	60,000	60,000
<b>Totals</b>	<b>995,700</b>	<b>60,000</b>	<b>1,055,700</b>

**Expenditures:**

451-0000-605.90-03 Improvements

	\$	\$	\$
	995,700	60,000	1,055,700
<b>Totals</b>	<b>995,700</b>	<b>60,000</b>	<b>1,055,700</b>

**Account Number/Description:****Stormwater Project Fund:457****Reservoir Rd Storm Upgrades (ST2108)****Revenues:**

457-0000-391.95-00 Storm Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	10,000	303,493	313,493
<b>Total:</b>	<b>10,000</b>	<b>303,493</b>	<b>313,493</b>

**Expenditures:**

457-0000-622.20-23 Arch/Eng/Landscaping Serv

457-0000-622.90-01 Land

	\$	\$	\$
	0	27,493	27,493
	10,000	276,000	286,000
<b>Total:</b>	<b>10,000</b>	<b>303,493</b>	<b>313,493</b>

**Rosehaven Ct Storm Upgrades (ST2109)****Revenues:**

457-0000-391.95-00 Storm Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	308,647	(303,493)	5,154
<b>Total:</b>	<b>308,647</b>	<b>(303,493)</b>	<b>5,154</b>

**Expenditures:**

457-0000-622.20-23 Arch/Eng/Landscaping

457-0000-622.90-03 Improvements

	\$	\$	\$
	58,647	(58,647)	0
	250,000	(244,846)	5,154
<b>Total:</b>	<b>308,647</b>	<b>(303,493)</b>	<b>5,154</b>

**Account Number/Description:**

**Bays Mt Park Comm Fund: 612**

**Revenues:**

612-0000-364.30-00 From Non-Profit Groups

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b>\$</b>	<b>\$</b>	<b>\$</b>
0	250,000	250,000
<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Expenditures:**

612-4530-473.70-36 To General Project Fund

***Totals:***

<b>\$</b>	<b>\$</b>	<b>\$</b>
0	250,000	250,000
<b>0</b>	<b>250,000</b>	<b>250,000</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

### **Award Purchase for Two (2) 2023 Autocar ASL Refuse Utilizing Sourcewell Cooperative Purchasing Agreement**

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

Action Form No.: AF-338-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 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 Two (2) 2023 Autocar ASL Refuse from Municipal Equipment utilizing Sourcewell Cooperative Purchasing Agreement #091219-NWY for use by Public Works Sanitation Department. The delivery from the dealership to the agency is included in the total price. The estimated delivery date will be summer of 2023.

\$360,894.64 Unit Price  
 \$721,789.28 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.

Funding is identified in Project/Account # 51150085019010

#### **Attachments:**

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

Funding source appropriate and funds are available: *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 AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MUNICIPAL EQUIPMENT, INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 091219-NWY FOR TWO 2023 AUTOCAR ASL GARBAGE TRUCKS

WHEREAS, staff recommends the purchase of two (2) 2023 Autocar ASL garbage trucks from Municipal Equipment utilizing Sourcewell Cooperative Purchasing Agreement #091219-NWY; and

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

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of motor vehicles manufactured for a special purpose such as garbage trucks; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to **Municipal Equipment**, in the amount of \$721,789.28; 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 **Municipal Equipment** for two (2) 2023 Autocar ASL garbage trucks from Municipal Equipment utilizing Sourcewell Cooperative Purchasing Agreement #091219-NWY in the amount of \$721,789.28.

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 15th day of November, 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 24, 2022  
**Re:** Fleet Replacement of 2079 & 2080 Purchase Recommendation

---

It is the recommendation of this office to purchase the Fleet Replacements of Sanitation Services unit #2079 and unit #2080 utilizing Sourcewell Contract pricing of \$360,894.64 each. The units bid meet the expectations of the departments and will fulfill the requirements of their operational needs. The Sourcewell Contract ID# 091219-NWY 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	2	2023 Autocar ASL Refuse	Municipal Equipment	5 City/8 Hwy

#### These units will be a Fleet Replacements

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

The Sourcewell offerings were reviewed by Tim Elsea and Rodney Deel and they are in agreement with this recommendation.

#### Fuel Economy Improvement

00%

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

#### Sourcewell ID Number 091219-NWY

#### Replacements

2079	2013 Autocar ASL Refuse	Mileage	119,720
2080	2013 Autocar ASL Refuse	Mileage	65,586

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

Thank you.





# Municipal Equipment, Inc.

313 Jenso Drive  
Knoxville, TN 37912  
800-248-7590  
[msalomone@meieg.com](mailto:msalomone@meieg.com)

**Mailing:** **P.O. Box 197809**  
**Louisville, KY 40259**

**REVISED**

**\*\*GOOD UNTIL DECEMBER 2022**

Number: MS-8-17-22-6

Date: 8/17/2022

Page: 1 of 1

**To:**  
City of Kingsport, TN  
Steve Leonard  
609 West Industry Drive  
Kingsport, TN 37660  
423-276-5515  
[steveleonard@kingsporttn.gov](mailto:steveleonard@kingsporttn.gov)

**Ship To If Different:**

**City of Kingsport Sourcewell ID: 29779**

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax:	Excise Tax:
120-150 DAYS ARC	Michael Salomone		Best Way	C.O.D	Included: Not Included: X	Included: Not Included: X

QTY	NEW WAY SOURCEWELL ID: 091219-NWY	Unit Price	Total Price
2	<b>2023 Autocar-New Way-31 Yard Sidewinder ASL</b>	\$166,534.64	\$333,069.28
	Fall Protection Harness with Installation by Kingsport Iron (Sourced Good):	\$810.00	\$1,620.00
	Forward Facing-Recording Camera with Monitor-purchased and installed by MEI. Same as 2019 ASL bid specs	\$550.00	\$1,100.00
	New Way 31 Yard Sidewinder:	\$167,894.64	\$335,789.28
	<b>2023 Autocar-ACX64 Class 8 (Sourced Good):</b>	\$190,000.00	\$380,000.00
	Subtotal:	\$357,894.64	\$715,789.28
	Freight/PDI/Training:	\$3,000.00	\$6,000.00
	<b>TOTAL SOURCEWELL PRICE:</b>	<b>\$360,894.64</b>	<b>\$721,789.28</b>
	<b>**BOTH CHASSIS (VINS: 240564 and 240565) BUILD NOVEMBER 2022**</b>		
	<b>**CHASSIS DELIVERY TO NEW WAY ETA NOVEMBER 2022*</b>		
	<b>**DETAILED BODY SPECS ATTACHED SEPARATELY**</b>		
	<b>**QUOTE REVISED ON 10/19/22**</b>		
	Subtotal		
	Tax		
	Freight		
	Miscellaneous		
	Balance Due		

*Michael G. Salomone*

Municipal Equipment, Inc.

Accepted By \_\_\_\_\_ Date \_\_\_\_\_

**By Signing This Quote is Confirmation for Binding Contract to Purchase**



**Solicitation Number: RFP#091219**

## **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Scranton Manufacturing Company/New Way Trucks**, 101 State Street Scranton, IA 51462 (Vendor).

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

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

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

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

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

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

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

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

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

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



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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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



The Report must contain the following fields:

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

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

## **11. LIABILITY**

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

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

#### **14. INTELLECTUAL PROPERTY**

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

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

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

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

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

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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## **24. CANCELLATION**

091219-NWY

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

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 11/11/2019 | 4:15 PM CST

Scranton Manufacturing Company/  
New Way Trucks

DocuSigned by:  
By: Don Ross  
AC537C12014541C...  
Don Ross  
Title: Vice President of Sales and Marketing  
Date: 11/21/2019 | 4:06 PM CST

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/11/2019 | 6:40 PM CST

# RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Scranton Manufacturing Co.< Inc.  
Does your company conduct business under any other name? If yes, please state: New Way Trucks  
101 State Street  
Address: Scranton , IA 51462  
Contact: Jesse Geeslin  
Email: jgeeslin@newwayfleetforce.com  
Phone: 715-321-6048  
HST#: 42-0993825

## Submission Details

Created On: Thursday July 11, 2019 11:28:13  
Submitted On: Thursday September 12, 2019 16:03:12  
Submitted By: Jesse Geeslin  
Email: jgeeslin@newwayfleetforce.com  
Transaction #: bb987cd9-c812-4f9a-990d-2071bf6a773d  
Submitter's IP Address: 66.43.199.59

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Scranton Manufacturing Company/New Way Trucks
2	Proposer Address:	101 State Street, Scranton, Iowa 51462
3	Proposer website address:	newwaytrucks.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):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Geeslin, Director of Sales for New Way FleetForce, 101 State Street, Scranton, IA 51462, jgeeslin@newwayfleetforce.com, 715.321.6048

### 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>Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held mobile refuse collection vehicle manufacturer in the nation. New Way Trucks is the fastest-growing company in the \$80 billion solid waste industry and has been family-owned for more than 45 years. Throughout our existence, we have been committed to innovation, safety, quality, and customer satisfaction. Midwest values drive everything we do, and our people are our most valuable asset. When asked about why and how our company has grown, McLaughlin Family Companies founder and 2009 National Waste &amp; Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, attributes the company's continued success to the 4 P's: Principles, People, Products, and Persistence.</p> <p>Since the very beginning, New Way's business plan has been based on growth and expansion. We have experienced exponential year-over-year growth in each of the last 10 years, and in 2015 we added a 56,000 square foot manufacturing addition. In 2018 a \$3 million investment in computerized fabrication equipment and robotics continued that expansion and today our manufacturing space exceeds 400,000 square feet under roof in central Iowa with joint venture manufacturing projects throughout North America.</p> <p>We are proud to offer the widest lineup of refuse collection equipment of any manufacturer in the industry. Our full line of affordable refuse equipment includes front loaders, rear loaders, satellite bodies, recycling bodies, side loaders, and automated side loaders in sizes ranging from 6 to 43 yards. We also offer Compressed Natural Gas (CNG) fueling integration on all of our models, which results in a cleaner burning vehicle that lowers exhaust emissions and utilizes a domestic fuel source.</p> <p>We are also proud to boast the nation's largest Dealer Network with 36 dealers and 83 separate locations that provide service to all 50 states. In Canada, our Dealer Network includes five privately-owned dealerships and 13 locations covering all of Canada. New Way's Dealer Network also includes 11 additional locations across the globe. Due to our extensive Dealer Network, New Way Trucks are on the ground in five of the world's seven continents.</p> <p>Our small-town Iowa location in America's heartland still holds dear our family values and a hard work ethic that has been passed down through generations. Pair this work ethic and dedication to the job with the ability to innovate and the willingness to learn, and you'll see why New Way is able to produce such cutting edge, high quality products. Through continually investing in training and educational opportunities for all employees, we are proud to maintain a focus on research, remaining adaptable, and drive customer value in order to meet the specific needs of our end-users.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>New Way Trucks offers the widest product lineup of refuse collection equipment in the industry. Our Mammoth front end load (FEL) models come in both standard and west-coast lightweight designs. Our rear end load (REL) models: the Diamondback, Viper, Cobra, Cobra High Compaction, and King Cobra range in size from 6 to 32 cubic yards for both residential and commercial collection applications. In addition, we offer the strongest and most durable automated side load (ASL) mobile refuse collection vehicle on the market, the Sidewinder, and our Mamba Satellite Side Loader completes the lineup. New Way is also the exclusive dealer for RotoPAC, the world's first auger-driven automated side loader.</p>

All of our mobile refuse collection vehicles are available to be rented through our New Way FleetForce program - the only direct-from-manufacturer rental company in the industry. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multi-year rental contract. New Way FleetForce maintains a rental fleet of the newest and most productive waste collection vehicles and has the volume to meet Members' various needs and delivery requirements. In most cases, delivery can happen immediately. Since our FleetForce mobile refuse collection vehicles are built and distributed like any other of our New Way products, Members are guaranteed factory-trained support through our nationally-renowned Dealer Network.

#### Front Loaders

The New Way Mammoth is known for its superior strength and front-load durability. Designed with one-piece, curved shell body side construction for superior strength and a streamlined appearance, the New Way Mammoth Front-End Loader comes equipped with the strongest steel specifications in the waste industry. In addition, heavy-duty, single-piece constructed arms, torque tube assembly, and Pack-on-the-Go features maximize route and labor efficiency.

Standard features on the Mammoth front-loader mobile refuse collection vehicle include a 4-split bearing block with bronze bushings and an easy adjust deceleration valve, giving the operator control of the arm's return to the vehicle body. Two safety cameras come standard on this series; one affording the operator a view into the hopper and another to assist in reverse. This front loader also boasts the largest clean-out doors and sump in the industry. Combined, these two features set the standard for ease of access and the clean out of trash trapped behind the packing blade. As with all New Way Trucks mobile refuse collection vehicles, the Mammoth comes standard with a two-year cylinder warranty.

No other front-load mobile refuse collection vehicle on the market can offer the ease of use and maintenance, superior strength, durability, and product support of a New Way Mammoth Front Loader.

The New Way Mammoth Western Series is a lighter front-end-loader with mammoth strength. There is no need to sacrifice power in a front-load mobile refuse collection vehicle when a lighter weight matters. The Western Series Mammoth Front Loader is over 10 percent lighter than the Mammoth, while boasting the same superior strength and capacity that all New Way Trucks are known for. Weighing in at just 16,100 to 17,300 pounds, the Western Series Mammoth maintains an impressive 34 to 40 cubic yard hopper capacity and a packer cycle time of only 25 seconds.

This front-loader was designed to be compliant with DOT weight regulations in many areas, which we accomplished with lighter weight, high-tensile steels. This results in a mobile refuse collection vehicle with superior strength at a reduced overall body weight that is compliant with coastal states' regulations.

Customization of the Western Series Mammoth to accommodate 2 to 4 cubic yard bins is easy with smaller hydraulic cylinder sizes. This front loader still offers an incredible 8,000 pounds of lift in the single-piece arm, but when less strength is required for smaller bins, customers can also select a 6,000 pound hydraulic cylinder option.

Each Western Series Mammoth front loader's standard equipment includes high-tensile steel, heavy-duty single-piece arms, torque tube assembly, two safety cameras: one for operator viewing of the hopper and another for backing up, and the largest clean-out doors and sump in the industry. New Way Trucks also includes a two-year hydraulic cylinder warranty on all mobile refuse collection vehicles.

Overall, the Western Series Mammoth front-loader offers brute force and superior strength and stamina, all while being weight-log compliant for more stringent Department of Transportation regulations.

#### Rear Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction. The design of this heavy-duty mobile refuse collection vehicle sets the bar in the refuse industry, putting it at the top of the industry's food chain. The King Cobra is the unequivocal leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Member's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. The

Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition is able to achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact approximately 1,000+ pounds per cubic yard.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's product line is the Cobra High Compaction 25 yard rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is made simple and easy with the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hits the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000 pound weight (for the standard 25-yard model), and a 21-23 second cycle time.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader with full-sized compaction. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 20 cubic yard body. With a compaction rate of up to 1,000 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles can do.

Add in the Cobra's large 3 cubic yard hopper - available in 9 to 25 cubic yard capacities - on a single-axle chassis, externally-mounted hydraulic cylinders for easy maintenance, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mobile refuse collection vehicle industry.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance. It is one of the most popular mid-compaction rear loader bodies on the market today. Larger capacity Viper units are excellent for both residential and commercial work.

New Way's engineering team has increased safety and added value with a design that moves the hydraulic cylinders and the operating valve to the outside of the vehicle's body. This creates a straight line between levers and control rods, making maintenance quick and easy. The operator valve placement eliminates the need to reach into the vehicle body, increasing operator safety.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tipplers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this venomous rear loader is sure to paralyze the competition.

The New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load mobile refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of approximately 800 pounds per cubic yard in the standard unit and up to approximately 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service residential park collection routes, the Diamondback mobile refuse collection vehicle is the answer. It is available in 6 or 8 cubic yard body capacities, and is adaptable to all residential cart tipplers. The Diamondback is lethal to the competition as it comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

#### Automated Side Loaders

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a faster compaction rate unrivaled by any other side-load mobile refuse collection vehicle on the market and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident.

		<p>Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the competition.</p> <p>The New Way RotoPAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our RotoPAC.</p> <p>Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first mobile refuse collection vehicle in the world that works equally well with municipal solid waste as it does with organic refuse collection, the dual-purpose RotoPAC is designed for operational flexibility.</p> <p>The RotoPAC's self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.</p> <p>Add to that a 27 cubic yard body, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most innovative, adaptable, and futuristic mobile refuse collection vehicle available on the market today. The RotoPAC is available in sizes ranging from 14 to 27 cubic yards.</p> <p><b>Satellite Side Loader</b></p> <p>The New Way Mamba is a fiercely-fast and agile side loader. This satellite side loader slithers its way into residential refuse collection routes that other mobile refuse collection vehicles cannot and provides the freedom to load from either side of the vehicle. With its slender body construction, the Mamba plays a vital role and has the ability to transfer compacted materials to larger rear loaders.</p> <p>Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Members the ability to customize a side-loader machine that is sure to strike fear into the competition.</p>
9	What are your company's expectations in the event of an award?	<p>In the event of an awarded contract, members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. The remainder of our organization will be subsequently trained, and updated procedures will be quickly disseminated to our Regional Sales Managers (RSMs) and onward to our Dealer Network. New, discounted pricing will become valid immediately to Members and our new turnkey solution will be quickly implemented.</p> <p>A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Members with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.</p>
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>New Way Trucks is the cornerstone of the McLaughlin Family Companies, a rapidly expanding central-Iowa based group of companies focused on refuse, recycling, and veterinary equipment manufacturing and retail product distribution for new and used automobiles and automotive products. The company has consistently experienced annual double-digit growth, and now employs nearly 550 people in Central Iowa. This growth is expected to continue as the company is committed to expanding manufacturing capacity to meet an ever-growing demand for its product line. On average, New Way has experienced a 20 percent per year growth on orders received and units built over the past three years.</p>
11	What is your US market share for the solutions that you are proposing?	<p>New Way Trucks holds an approximate 15 percent market share in the US for mobile refuse equipment. Our Dealer Network lays the cornerstone for our entire organization, covering every state in the nation and all of Canada. Although Sourcewell focuses on the USA and Canada, New Way also has a global presence through our international Dealer Network, with our equipment currently on five of seven of the world's continents.</p>
12	What is your Canadian market share, if any?	<p>According to our best estimates, New Way currently has a 20 percent market share in Canada. Canada is also home to our RotoPAC manufacturing operation. With 5 dealerships in 13 locations covering the entirety of Canada, our presence in Canada is poised to expand.</p>
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held manufacturer of refuse equipment in North America and rank in the top 3 of all manufacturers of our type.</p>



14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Both New Way's sales force and Dealer Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted dealers and their representatives are employees of their respective dealerships.</p> <p>Domestically, the New Way Dealer network is made up of 36 privately owned dealerships with 83 separate locations across the United States. In Canada, our Dealer Network is five dealerships strong and spans 13 locations. This North American network includes hundreds of employees dedicated to showcasing the New Way brand. To support its customers and extensive Dealer Network, New Way Trucks has a broad sales, marketing, and service organization made up of New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct dealer and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and dealers. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both dealers and end-users. Field Service teams provide on-site technical support and training to our end users and Dealer Network.</p> <p>New Way certified field service technicians are available to Members. These field service technicians provide service and support at Dealer and Member locations to assist with any maintenance needs that arise.</p> <p>The New Way Dealer Network is the first line of defense for any parts or service issue. Each dealer maintains an inventory of stock parts and a team of service technicians are available to support Members when necessary.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry.</p> <p>New Way is also actively involved with the NWRA including holding senior-level board seats on both the 10-person Board of Trustees and the 11-seat Supplier Board of Governors. In addition, our manufacturing facility is certified by the Occupational, Safety, and Health Administration (OSHA).</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Mobile Refuse Collection Vehicle Rental Program: New Way is a diversified provider of municipal equipment. As part of New Way's offering, we also provide rental options through New Way FleetForce - the only direct-from-manufacturer rental operation in the industry. New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way Truck.</p> <p>Work Ready Vehicle Program: The New Way Trucks Work Ready Vehicle Program is designed to meet Members' immediate needs for solid waste collection vehicles. New Way regularly builds standard, well-equipped vehicles that provide immediate solutions for Members that desire quicker turnarounds.</p>

**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	<p>New Way is extremely active in the North American solid waste industry and has been recognized by both the NWRA and Solid Waste Association of North America (SWANA) throughout the years. As mentioned in item seven, our founder, John McLaughlin is a member of the NWRA Hall of Fame.</p> <p>2019 NWRA member of the year Don Ross, New Way Vice President of Sales &amp; Marketing. Though it falls outside of the suggested 5-year window, Don is also the recipient of the 2008 Solid Waste Association of North America (SWANA) Distinguished Service Award.</p> <p>2018 Waste360 40 under 40 Johnathon McLaughlin, New Way Executive Vice President</p> <p>2017 NWRA member of the year Mike McLaughlin, New Way Chief Executive Officer</p> <p>2016 SWANA Collection &amp; Transfer Technical Division Director, Don Ross, New Way VP of Sales &amp; Marketing</p>
19	What percentage of your sales are to the governmental sector in the past three years	New Way Trucks serves both the private and public sectors of the industry, however the majority of our customers are government entities. In the past three years alone nearly 60 percent of New Way sales were to the public sector.
20	What percentage of your sales are to the education sector in the past three years	Less than five percent of New Way sales is currently to the education sector, however New Way is proud to list a number of major universities as customers. This list includes Harvard University, Pennsylvania State University - University Park, The University of Missouri at Columbia, Bucknell University, The University of Minnesota - Twin Cities, Iowa State University, The George Washington University (DC), Georgia State University, and The Ohio State University. A number of other educational institutions are New Way customers, including the Jurupa Unified School District (CA), Long Island Unified (NY), San Ramon Valley Unified School District (CA), Atascadero Unified School District (CA), and the Long Beach Unified School District (CA), to name just a few.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way currently holds a contract with the Houston-Galveston Area Cooperative, however sales via this cooperative account for less than one percent of annual total units sold.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by our dealer, Maryland Industrial Trucks. Through this contract New Way equips military bases around the globe with refuse collection equipment. Sales via this contract have accounted for less than five percent of annual total units sold.

**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Sacramento, California (Sourcewell Member #18730)	Hector Barron - Public Works Director	916-808-8300
City of Danville, Illinois (Sourcewell Member #2185)	Carl J. Carpenter - Director of Public Works	217-431-2287
Emerald Coast Utilities Authority (Sourcewell Member #19660)	Randy Rudd - Director of Shared Services	850-698-4676
City of Greenville, South Carolina (Sourcewell Member #4052)	Dave Derrick - Assistant Director of Public Works	864-467-4345
City of Savannah, Georgia (Sourcewell Member #28141)	John Sawyer - Public Works Director	912-651-4241

**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 *
City of Sacramento, California	Government	California - CA	The City of Sacramento's Recycling and Solid Waste department has been a regular and consistent New Way customer for many years. California's capital city provides waste collection services to more than 128,000 residential customers, and New Way Trucks are trusted with the collection and disposal of all refuse and recycling materials.	New Way has built 49 mobile refuse collection vehicles for the City of Sacramento over the past 3 years, with 16 more currently on order. Our relationship goes back further than that, as there are dozens more New Way Trucks in the City's fleet.	\$7,966.496.98

City of Kansas City, Missouri	Government	Missouri - MO	A relatively new Sourcewell Member, Kansas City is one of the fastest-growing and dynamic municipalities in the Midwest. As a result of recently privatizing collection efforts, the city provides one of the most cost-effective trash and recycling collection services in the nation. Residents of Kansas City are not charged a monthly fee for trash collection service, but rather the service is funded from general tax dollars. Currently, Kansas City's Public Works Department is evaluating its current solid waste management process and is developing a Long-Term Solid Waste Strategic Management Plan, a plan that New Way is honored to be included in.	The city of Kansas City, Missouri's most recent New Way order was for 30 units.	\$2,047,314
City of Greenville, South Carolina	Government	South Carolina - SC	The Garbage & Recycling division of the City of Greenville, South Carolina uses New Way Trucks for the collection and disposal of residential solid waste. New Way Trucks contributed to the city's Fleet Services Division earning a #11 ranking on the NAFA Fleet Management Association's 2017 Top 100 list.	The City of Greenville's most recent New Way order was for 5 mobile refuse collection vehicles. Like many of our valued municipal partners, Greenville is a repeat customer.	\$1,202,697.90
Emerald Coast Utilities Authority (ECUA)	Government	Florida - FL	Among other services, the Emerald Coast Utilities Authority provides solid waste, recycling, and yard trash collection to residential properties within the unincorporated area of Escambia County, Florida. New Way is proud to have provided mobile refuse collection equipment to Florida's oldest county in an effort to keep a beautiful area of the country in pristine condition.	ECUA has bought 8 New Way Trucks within the past year, bringing the number of New Way mobile refuse collection vehicles in their fleet to an even 20. Through discussions with ECUA leadership, we are expecting orders anywhere from thirty to forty vehicles in the near future. Ten are on order currently, with more purchases programmed for 2020.	\$1,113,729.40
City of Savannah, Georgia	Government	Georgia - GA	The City of Savannah's Department of Refuse Disposal provides solid waste processing and disposal services for all City departments, Savannah residents, and paid subscribers residing in the unincorporated areas of Chatham County, Georgia. Savannah has been a national leader in handling waste in the management-by-component approach in which different types of waste have different handling characteristics and are re-used, recycled, processed, or disposed of accordingly. New Way is lucky to have been part of such an innovative approach to managing municipal solid waste.	Yet another repeat customer, the City of Savannah's latest order was for 6 New Way Trucks. With over 50 New Way Trucks in the City's fleet, we are glad to have played a part in keeping one of the nation's most picturesque cities beautiful for so many years.	\$519,650.52

## Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *
25	Sales force.	New Way is proud to employ 10 Regional Sales Managers (RSMs) that cover all of the North American continent. Our RSMs are strategically located within their territories to provide immediate response to customer inquiries. New Way proudly boasts the largest sales team of any refuse equipment manufacturer in North America. Our RSMs are supported by three sales assistant, a sales order supervisor, and two marketing specialists located at our primary manufacturing facility.
26	Dealer network or other distribution methods.	New Way's Dealer Network is the cornerstone of the entire organization. Our expansive Dealer Network is able to service every state in the United States and all of Canada. Our 36 U.S. dealers have 83 locations throughout the country, and our 5 Canadian dealers have 13 locations throughout Canada.
27	Service force.	<p>New Way supports our dealer service programs with both factory-based and field service teams. Along with an extensive parts department, our factory-based service department operates like a call center by providing technical support to our dealers' service departments as well as our end users. New Way's four field service representatives are regionally located in Florida, Arizona, Missouri, and Iowa to provide on-site technical support for critical out-of-service issues and to support our factory-based service team with on-ground intelligence. Additionally, most dealers have their own service programs and provide field service support to customers.</p> <p>The New Way Parts Department - centrally located in Carroll, Iowa, has 3 knowledgeable call center support staff, 1 Internet salesperson, and 5 Shipping and receiving personnel to handle any replacement parts needs for Members in an efficient, professional, and timely manner. We have the ability to ship parts anywhere in the world with our logistics partnerships. Due to our close relationship with New Way's production plant, lead times for uncommon parts are very low.</p> <p>Our Dealer Network is the first line of defense for any parts and services inquiries. Each of our dealers currently stock parts and have several service technicians immediately available to provide assistance where needed.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>New Way's service department is led by an experienced service manager and has two in-house service technicians and four field service technicians. Our two in-house technicians are always available by phone, so our response time is usually immediate. Our field service technicians are also available by phone but much of the time are on-site at customer or dealer locations as needed. In addition, the New Way controls, hydraulic and mechanical engineering teams are also available to assist the service team.</p> <p>To assure customer satisfaction each New Way service team member takes full ownership of each call and visit following up to complete resolution.</p> <p>Our parts department is able to provide immediate response to our customers' needs. New Way constantly works with our dealer support network to provide timely customer service out in the field as well. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. If a dealer doesn't have a part in stock, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight.</p> <p>New Way's direct rental company, New Way FleetForce, is able to provide pre-positioned rental vehicles across the nation. Rental vehicles are also available for both long and short-term rentals for contract changes, seasonal leaf collection, emergency clean-up and disaster recovery, and other short or long-term refuse collection projects.</p> <p>Because New Way FleetForce rentals are immediately available, they are ideally suited to aid in natural disaster recovery operations. New Way Trucks have aided with storm clean-up efforts in both the Houston area following Hurricane Harvey and in Puerto Rico following Hurricane Maria.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	New Way has mobile refuse collection vehicles in all 50 states, and is well-equipped to provide refuse equipment solutions to every state in the country. There is nowhere that we won't service nationwide.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Through our national presence and extensive dealer network, New Way Trucks is able to serve all Sourcewell Member sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any US Territories. New Way vehicles are currently in service throughout Alaska, Hawaii, and all US Territories.

## Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Sourcewell is and will continue to be a key feature in the entire New Way sales and marketing program. New Way dedicates a page on our website - <a href="http://newwaytrucks.com/sourcewell">newwaytrucks.com/sourcewell</a> - to our partnership with Sourcewell. For the past five years, New Way has included the NJPA/Sourcewell contract information in all of its marketing efforts including a logo on all of our product brochures, in all dealer communication including electronic newsletters, and at all events and conferences. We have also partnered with Sourcewell staff to present the benefits of being a Sourcewell Member at the New Way semi-annual dealer summit event.</p> <p>Additionally, New Way will continue to participate in Nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Dealer Network - which all focus on our products and partnership with Sourcewell.</p> <p>Attached for your review are samples of our marketing materials. Product literature is available for all New Way products.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>New Way is an industry leader in social media strategy &amp; digital media execution. Our official accounts have over 3,700 page likes on Facebook, 500+ twitter followers, 250+ YouTube subscribers, and 1,000+ instagram followers.</p> <p>New Way Trucks is also an industry leader in online presence, as our advanced and comprehensive website has averaged over 12,750 pageviews every month throughout the last calendar year. Within the site is a password-protected dealer portal - a great resource for product specifications, company news, publicly available dealer contact information, and Sourcewell pricing and contract information for dealer use.</p> <p>Our on-site Research &amp; Development Department is constantly striving to make data-driven decisions to improve the refuse bodies we manufacture. In turn, these product updates are marketed through both traditional and digital means.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>A Sourcewell-awarded contract represents a long term partnership between well-respected organizations. This partnership is made stronger by the participation of its members and engagement of its vendors and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. A vendor such as New Way needs Sourcewell to connect us to its members while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading vendors it selects, and the ease of use of its program. At the same time, a vendor such as New Way, with its large North American footprint, vast dealer network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all of its sales and marketing channels, as it does today.</p> <p>New Way Trucks highly values Sourcewell's continued participation in our semi-annual dealer summit and training programs that bring together and support Members and Vendors.</p> <p>Sourcewell is already a large part of the sales process at New Way Trucks. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Dealers are very well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshow. Sourcewell will remain a key fixture in New Way's sales process.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Since 90 percent of our mobile refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process.</p>

## Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As mentioned previously, New Way regularly hosts Dealer Summits and nationwide training events aimed at informing and educating both our Dealer Network and Members on how to best care for our New Way Trucks. We also host and broadcast at-factory service events and vehicle updates. We'll even go out to a Member location and train them on the product during time-of-sale and throughout the product life cycle. We proactively train members to show how a New Way solution will work better for them than their current product. To do this effectively, we always have a fleet of new demo vehicles across the United States and Canada available for demonstration to Members.</p> <p>In addition to our regional and at-factory sessions, New Way provides standard on-site delivery maintenance training to the Member through our Dealer Network.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>New Way is constantly innovating, and technological advances are too numerous to list. However, two significant advances include the following:</p> <p>Introduced 6 years ago, the New Way RotoPAC is the first auger-driven organics collection vehicle in North America. It is also the first mobile refuse collection vehicle that works equally as well with municipal solid waste as it does with organic refuse collection. Additionally, it is the first mobile compactor to offer 23,000 pounds of torque in a screw-type auger.</p> <p>In early 2018, New Way teamed with BYD - an international leader in battery-electric automobiles - to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in Seattle, Washington. We are proud to have aided in developing the most advanced mobile refuse collection vehicles in the world and to have played such a major part in effecting positive, sustainable change. New Way Trucks is currently working with BYD on other 100 percent battery-electric configurations, including a fully-automated side load mobile refuse collection vehicle.</p> <p>New Way's latest body features are designed to make routine service easier than ever. To keep vehicles running in top form, periodic maintenance is required, and our 20-person engineering department is making that easier through thoughtful design.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Aside from offering a compressed natural gas fueling system on any of our product models, resulting in cleaner emissions, New Way participates in other environmentally-friendly initiatives at our manufacturing facility. We monitor stormwater on an annual basis. We also participate in a filter program with a local landfill to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally-responsible manner. Finally, the air quality in our factory is tested twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Alternative fuels continue to be a focus. That's why New Way incorporates fuel delivery systems into our truck bodies. Additionally, New Way teamed with BYD - an international leader in battery-electric automobiles - in early 2018 to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles.</p> <p>More than 25 percent of all New Way mobile refuse collection vehicles are built to be fueled with compressed natural gas. Cleaner emissions, fuel savings, and whisper quiet operation are just a few reasons why so many of our clients are opting to make the transition to mobile refuse collection vehicles fueled by Compressed Natural Gas. CNG systems are available on most New Way models, and we continue to work with fuel providers to make the waste industry more environmentally friendly.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>New Way is a family-owned company and, as a result, is not eligible for these certifications. However, New Way supports the National Waste &amp; Recycling Association women's council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans.</p> <p>Southern Sewer Equipment Sales, one of our New Way Dealers in Florida, is a 51 percent female owned, state-certified MBE. It is also certified by several cities and counties with certification pending in others.</p> <p>Envirotech Equipment Company, our New Way Dealer for the state of Wisconsin, is a certified woman-owned business located in Lannon, Wisconsin.</p> <p>Guthrie Sales &amp; Service, our New Way Dealer that serves northwest New York State, was founded in 2015 and is currently woman-owned.</p>

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p><b>Dealer Network</b></p> <p>New Way Trucks is an industry leader unlike other mobile refuse collection vehicle manufacturers in many ways. Most importantly, we've got the strongest and most well-respected Dealer Network in the industry. We're also proud to boast the widest, and continually expanding, product lineup in the mobile refuse collection vehicle manufacturing industry. Additionally, New Way is home to the only direct-from-manufacturer rental company, New Way FleetForce, in the industry. Our competitors use third parties to rent and lease their vehicles.</p> <p><b>Customization</b></p> <p>New Way Trucks believes that all solid waste is local and although waste collection may be similar in different areas of the country, it takes on its own unique character, depending on where it occurs. As a result, each New Way Truck takes on its own unique personality and is customized for that specific local waste collection need.</p> <p>As the largest privately-held manufacturer of refuse bodies in North America, we are proud to offer the most customizable bodies available on the market today. 90 percent of our mobile refuse collection vehicles leave our manufacturing facilities specially customized for our valued customers. We are also the fastest-growing company - public or private - in the entire solid waste industry. New Way Trucks was the first North American refuse manufacturer in China and was a vital part of the 2008 Beijing Olympics, where more than 270 New Way Trucks were used to service one of the largest international sporting events in the world.</p> <p><b>Local Partner - Global Reach</b></p> <p>We have the ability to ship parts anywhere in the world with our logistics partnerships. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. In the rare case of a dealer being out of a stock part, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight.</p>
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Through our 5 dealer partners across 13 locations in the country, New Way is proud to offer all our mobile refuse collection vehicles and service capabilities to Canada in its entirety.

## Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Dealer for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts.</p> <p>Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM).</p> <p>Sourcewell Members will register their New Way warranty cards. This process is handled via an easy online form that a Member's local New Way Dealer can fill out.</p> <p>Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty.</p> <p>When a warranty service is requested, the distributor shall:</p> <ul style="list-style-type: none"> <li>-Verify warranty eligibility of the machine to be serviced per previous sections</li> <li>-Diagnose the problem to determine that the service is warrantable</li> <li>-Ensure that the parts necessary to perform the repair are available</li> <li>-Provide the necessary repair services</li> </ul> <p>Complete and submit the Warranty Request Form</p> <p>For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement</p>



44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way.</p> <p>New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized dealer unless authorized by New Way.</p> <p>Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized dealer or their designated service center.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The OEM is responsible for covering the warranty for a chassis.</p> <p>New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair cost may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following:</p> <ul style="list-style-type: none"> <li>-Arms (front loaders and side loaders)</li> <li>-Packer or Eject Panel</li> <li>-Tailgate</li> <li>-Electrical components</li> <li>-Factory installed aftermarket parts (see section IV.a of attached warranty statement)</li> <li>-Hydraulic components not including cylinders (see section IV.d of attached warranty statement)</li> <li>-Paint</li> </ul> <p>Base Hydraulic Cylinder Warranty</p> <p>New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.</p>
48	What are your proposed exchange and return programs and policies?	<p>In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense.</p> <p>Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.</p>
49	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.



## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 Days
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>New Way offers a number of financing options, including Sourcewell's National Cooperative Partner program.</p> <p>Leasing through New Way FleetForce - As part of New Way's offering, we also provide rental options through New Way FleetForce. As the only direct-from-manufacturer refuse hauler renter in the industry, New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. This includes our full line of Front Loaders, Rear Loaders, Automated Side Loaders, and our Satellite Side Loader. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way product. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multiple years-long rental contract. Through maintaining a rental offering of the newest and most productive waste collection vehicles, New Way FleetForce has the volume to meet Members various needs and can coordinate the delivery rental units directly to Members in a timely manner. In most cases, delivery can happen immediately.</p> <p>Rentals are a desirable option for many haulers and especially for Members that represent municipalities. Leasing allows Members to:</p> <ul style="list-style-type: none"> <li>-Easily begin a new collection route due to annexation without the typical up-front investment of purchasing.</li> <li>-Start a new route or relationship without the possible strain on cash flow.</li> <li>-Quickly replace a fleet unit that goes down unexpectedly or is out of service.</li> <li>-Manage an emergency clean-up situation where time is of the essence or a temporary expansion of service may be necessary - such as seasonal leaf and brush collection.</li> <li>-Take on a brand new route with a quality New Way waste collection unit after determining which model is best for the situation.</li> </ul>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>New Way's Sourcewell order procedure has been streamlined into a simple 5-step process.</p> <ol style="list-style-type: none"> <li>1. A Member searches the New Way website or contacts a local New Way dealer for a mobile refuse collection vehicle that meets their unique specifications.</li> <li>2. The New Way Dealer visits the Sourcewell website to verify Sourcewell Membership and develops a New Way Trucks Dealer quotation to the Member's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Member for approval.</li> <li>3. The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way to start production.</li> <li>4. Once complete, the mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member.</li> <li>5. The mobile refuse collection vehicle is moved to the Member's location, where the New Way Dealer conducts operator training and the Member takes delivery of its New Way mobile refuse collection vehicle.</li> </ol>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do accept the P-card procurement and payment process. There is a 3% processing fee associated with all P-card purchases.

## Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. We will offer a four (4) percent discount off MSRP/retail price to Sourcwell Members under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Members a four (4) percent discount off its retail or list price on all of our mobile refuse collection vehicle models.
56	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks is happy to offer negotiable volume discounts on large orders. New Way does not offer a rebate program at this time.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	New Way Trucks provides the following solutions:  1) Members have the option to purchase a chassis as a sourced good. In fact, New Way Trucks currently has over 550 chassis in stock from the top manufacturers in the industry. We are proud that our chassis inventory allows us to boast of the largest supply of ready vehicles in North America.  2) On the rare occasion that one of our work-ready chassis is not what a Member wants, we have the resources to locate the correct chassis for a Member. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Member desires at a competitive market price that is advantageous to the Member. Due to the level of customization that we provide, it may become necessary to source a 'good' (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all free of charge and completed prior to the Member taking delivery.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides a few delivery options to Members. The Member can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities, having the completed vehicle delivered to an authorized New Way Dealer, or having the completed vehicle delivered directly to the Member's location. We will work with the Member during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Members.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our Alaska and Hawaii New Way Dealers have years of experience in coordinating the delivery of New Way Trucks. In order to make it as easy as possible for Members in both states, our dealers will leverage their existing freight networks to coordinate timely and competitively-priced deliveries. Similarly, for Members in Canada, our respected Canadian Dealer Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured.  All freight charges will be passed through to members at a competitively-sourced cost without mark-up.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Dealer Network in the United States. To best serve our extensive Dealer Network, New Way Trucks currently has 15 trained drivers delivering our New Way products across North America and also employs the best drive-away delivery companies as needed.

**Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way Trucks is providing our Dealer Network with a fixed, not-to-exceed cost below list price at a four (4) percent discount off manufacturer's suggested retail price for use nationwide and in Canada. For the purpose of this contract, all pricing is quoted in United States Dollars for both US and Canadian delivery.

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Sourcewell orders will be independently tracked as part of the overall New Way Trucks order process;</p> <p>Member Numbers will be verified and compared to the most recent Member list;</p> <p>Order pricing is then verified to ensure pricing does not exceed the current Sourcewell discount and reviewed for potential volume discounts and additional member savings;</p> <p>For dealer-submitted non-Sourcewell municipal, educational, or non-profit orders, New Way Trucks will review the current Member list and notify the dealer if their customer is not a Sourcewell Member;</p> <p>New Way Trucks will provide a quarterly report of all Sourcewell sales along with the proper administrative fees for all orders reported</p>
64	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.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of 1.5 percent. The fee will apply to all currently-priced contract goods. The fee will not apply to non-contract priced goods such as freight, sourced goods, training, etc.

**Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will track the total number of units quoted, units sold, overall sales figures, and lead time. We will also generate and track new Sourcewell Membership sign-ups done through our Dealer Network throughout the term of the contract.

66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	<p>To meet more pressing Member needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below.</p> <ol style="list-style-type: none"> <li>1) A Member searches the New Way website eShowroom or contacts a New Way dealer for a work-ready mobile refuse collection vehicle that meets their unique specifications.</li> <li>2) The New Way Dealer verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability.</li> <li>3) Once a vehicle is located, the New Way Dealer reviews specifications with the Member and quotes price based on not-to-exceed contract pricing.</li> <li>4) The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way.</li> <li>5) The work-ready mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member.</li> <li>6) The ready vehicle is then moved to the Member's location. When it arrives, the New Way Dealer conducts operator training and the Member takes delivery of its New Way work-ready refuse truck.</li> </ol> <p>Through New Way, we are proud to offer work-ready refuse vehicle solutions for immediate sale. Members are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Member's desires. New Way's current work-ready trucks are always in production and are constantly available. They are featured and advertised on our eShowroom website, accompanied by easy-to-read specification sheets, detailed photographs, and professionally-shot videos. This helps a Member more easily find what inventory is immediately available and ready for purchase. We also have trucks currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent trucks available for purchase as well.</p>
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	<p>New Way's engineers study ergonomics throughout our production process. We strive to have the safest working environment for both our employees and the end user when interacting with our mobile refuse collection vehicles. We cover all operational hazards with an exhaustive list of safety features and engineering controls, such as interlocks, guarding, signage, and recommending personal protective equipment when necessary.</p> <p>We also provide thorough operators manuals and require New Way Dealers to complete final walk-throughs with end users that aim to promote the safest operation of our New Way Trucks as possible. Everything we do is done with operator safety and ergonomics in mind, and we continue to take a proactive approach to safety improvements that are frankly too numerous to count. Whether it be rear-vision cameras, automatic tailgate latches, internal hydraulic cylinders to reduce external pinch-points, integrated strobe-light safety systems, safety sensors, or our largest standard riding steps in the industry, New Way Trucks leads the pack as one of the most innovative and safety-driven manufacturers for mobile refuse collection vehicle operators in the nation. Our research &amp; development and engineering departments are constantly making improved safety integrations in an effort to keep our mobile refuse collection vehicles the safest industry-wide.</p> <p>As we outlined in item 15, New Way is leading the industry by having representation on all American National Standards Institute (ANSI) committees. We are also actively involved in establishing new equipment safety protocols for the refuse industry both with the help of ANSI and internally in our Research &amp; Development department.</p>
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	<p>Before a completed New Way Truck leaves for the purchasing entity's destination, the New Way quality department must complete a thorough internal quality inspection checklist. In addition, final product testing is required before a mobile refuse collection vehicle is shipped out to the purchaser. A standard walk-around and demonstration on initial delivery to the Member must also be completed.</p> <p>At all times, at least four New Way certified field technicians and trucks are available to help with uptime in the field as well. New Way is proud to provide service and inspections in the field to assure uptime and to help with any maintenance issues that may arise.</p>
69	Describe how the equipment you propose simplifies the operation for end-users.	<p>By providing the most robust product line in the industry, Members are able to get exactly what they need. New Way proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. 90 percent of the mobile refuse collection vehicles that we manufacture are customized in one way or another. Our customization options available to end-users are the most competitive in the refuse industry. Once delivered, our vehicles are ready to operate and require no additional modifications for refuse collection.</p>

70	Provide examples from your product offering that are unique in the industry.	<p>As the largest privately-held mobile refuse collection vehicle manufacturer in North America, another feature that sets New Way apart in the industry is that we offer the most robust product line available. Members are able to choose from mobile refuse collection vehicle sizes as small as 6 cubic yards to as large as 43 cubic yards.</p> <p>We are also receptive to our end-users' needs, as 90 percent of our vehicles leave our plant having been customized in some way, shape, or form. New Way is also home to the only direct-from-manufacturer rental company (FleetForce) in the industry. Members are not required to work through a third party for a rental mobile refuse collection vehicle.</p> <p>New Way Trucks also offers the RotoPAC, the first automated, auger-driven organics and municipal solid waste collection vehicle in the world.</p> <p>It is the most versatile collection body available today. The RotoPAC is also the first mobile compactor of its kind to offer 23,000 pounds of torque in a screw-type auger for an impressive 1,000 pounds per cubic yard compaction rate. The automated side-loader also offers the best legal payload in the industry, easily handling up to 13 tons of organic or municipal solid waste. The RotoPAC's hopper displacement also ranks 20 percent higher than any other automated side load system; at 7 cubic yards per minute. Finally, with a wheelbase 24 inches shorter than conventional side loaders, the RotoPAC is able to get you into, and out of, the tightest spaces with relative ease.</p> <p>The arm of our Sidewinder XTR Automated Side-Loader is the smoothest operating, most durable arm in the mobile refuse collection vehicle industry.</p>
71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	<p>New Way Trucks is proud to offer Members battery-electric options. In early 2018, we teamed with BYD - an international leader in battery-electric automobiles - to announce the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality.</p> <p>A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. Through our working relationship with BYD we aim to further integrate our products into the electric vehicle space to provide a better, greener, overall mobile refuse collection vehicle.</p> <p>Although pricing was not available at the time of this proposal, Members can expect the same four (4) percent discount as soon as it is made available. By our estimates, this will occur in the first quarter of 2020.</p>
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<p>The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols for our industry. As industry leaders, we help shape the safety innovations of the future. For example, New Way was one of the first manufacturers to make rear-vision cameras - a chief safety measure in the refuse industry - standard on our mobile refuse collection vehicles over a decade ago.</p> <p>The integration of a New Way body with its chassis is one of the most critical safety and performance related processes. New Way works exhaustively behind the scenes with every major truck chassis manufacturer to seamlessly integrate the body and chassis as a single refuse collection vehicle instead of simply a chassis and body like many of our competitors. The relationships between New Way and its chassis manufacturers is emblematic of the final marriage of body and chassis; that is a fully integrated, pre-engineered, fully-validated chassis and body combination. The chassis come ready for immediate mounting, with no cutting and splicing of wires, in many cases the vehicle's frame and controls are fully integrated to provide as safe of an operator experience as is available today. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Member. Additionally, integration makes operating the mobile refuse collection vehicle more ergonomic, thus increasing driver productivity and decreasing driver fatigue. All of these features combine to make drivers' jobs easier and more comfortable, which results in higher driver retention rates. Higher retention means more experienced operators that are more adept at not only keeping themselves safe, but those on the road around them as well.</p>

## Exceptions to Terms, Conditions, or Specifications Form

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

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

## Documents

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

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

- [Financial Strength and Stability](#) - Sourcewell RFP Financial Strength and Stability.zip - Thursday September 12, 2019 14:25:07
- [Marketing Plan/Samples](#) - Sourcewell RFP Marketing Plan & Samples.zip - Thursday September 12, 2019 14:24:11
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 128126 NWT Standard Warranty Policy.pdf - Thursday September 12, 2019 14:25:49
- [Pricing](#) - NWT Sourcewell RFP 091219 Pricing.zip - Thursday September 12, 2019 15:58:21
- [Additional Document](#) - NWT Sourcewell RFP 091219 Additional Docs - Transmittal Letter and Supporting Document.zip - Thursday September 12, 2019 14:29:48

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

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Geeslin, Director of Sales for New Way FleetForce

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
Mobile Refuse Vehicles_Addendum 3 Mon August 19 2019 10:58 AM	<input checked="" type="checkbox"/>	--
Mobile Refuse Vehicles_Addendum 2 Fri August 16 2019 02:42 PM	<input checked="" type="checkbox"/>	--
Mobile Refuse Vehicles_Addendum 1 Fri August 9 2019 09:45 AM	<input checked="" type="checkbox"/>	--







## AGENDA ACTION FORM

### Approve an Amendment to the Preston Construction Company Agreement

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

Action Form No.: AF-345-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 2022  
 Staff Work By: Committee  
 Presentation By: David Frye

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

On September 16, 2022, the board approved awarding the agreement for the Tribe Athletic Complex gymnasium project to Preston Construction Company in the amount of \$2,842,300.00. The agreement was fully executed on September 21, 2022.

At the bid opening, there was some confusion regarding Alternate Five, which was an Energy Recovery Unit for the downstairs area. The administration desires to add this unit and understands this portion of the project will be completed after the current completion date due to delivery of the unit. The bid from Preston Construction Company for Alternate Five was \$405,000.00.

The amended agreement amount will be \$3,247,300.00. Funding will be from the Sullivan North Renovation Project, GP1733.

This motion was approved by the Board of Education on November 8, 2022

#### Attachments:

1. Resolution

Funding source appropriate and funds are available: *gm*

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

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH PRESTON CONSTRUCTION COMPANY FOR THE TRIBE ATHLETIC COMPLEX PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, bids were opened September 14, 2022, for the upgrades to the former Sullivan North High School gym; and

WHEREAS, an agreement was executed with Preston Construction Company in the amount of \$2,842,300.00; and

WHEREAS, the Board of Education recommends amending the current agreement with Preston Construction Company to add bid Alternate Five at a cost of \$405,000.00 and extending the completion date to accommodate delivery of the unit; and

WHEREAS, funding is available in the Sullivan North Renovation Project GP1733.

Now therefore,

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

SECTION I. That an amendment to the Preston Construction Company agreement to add bid Alternate Five for the Tribe Athletic Complex Project is approved, and the Mayor or in his absence, incapacity, or failure to act, the Vice-Mayor, is authorized and directed to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment for the same, to deliver the amendment 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 amendment.

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 public.

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

ADOPTED this the 15th day of November, 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



## AGENDA ACTION FORM

### **Award the Bid to Thomas Construction Company, Inc. for the Sanitary Sewer Extension – ETSU Valleybrook Campus Project and Authorize the Mayor to Sign all Applicable Documents**

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

Action Form No.: AF-329-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 2022  
 Staff Work By: C. Austin  
 Presentation By: R. McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Bids were opened on October 4, 2022 for the Sanitary Sewer Extension - ETSU Valleybrook Campus project. This project consists of construction of approximately 5,050 linear feet of public sanitary sewer line and related appurtenances to connect East Tennessee State University's Valleybrook Campus to the City of Kingsport's sewer system. The project shall be completed in 180 calendar days.

City staff reviewed the bids and recommend awarding the contract to the apparent low bidder, Thomas Construction Company, Inc., in the amount of \$1,228,491.00.

Base Bid:	\$1,228,491.00
Contingency (6%):	<u>73,709.00</u>

Total Project Costs:	<u>\$1,302,200.00</u>
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Funding is available and identified in SW2303. Washington County will fund \$952,200.00 and the Appalachian Regional Commission will award a grant of \$350,000.00 which equals total project costs.

#### **Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Bid Tabulation
4. Location Map

Funding source appropriate and funds are available: *Jm*

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

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

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

A RESOLUTION AWARDING THE BID FOR THE SANITARY SEWER EXTENSION-EAST TENNESSEE STATE UNIVERSITY'S VALLEYBROOK CAMPUS PROJECT TO THOMAS CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened October 4, 2022, for the Sanitary Sewer Extension - East Tennessee State University's Valleybrook Campus project; and

WHEREAS, upon review of the bids, the board finds Thomas Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of approximately 5,050 linear feet of public sanitary sewer line and related appurtenances to connect East Tennessee State University's Valleybrook Campus to the city sewer system from Thomas Construction at an estimated construction cost of \$1,228,491.00; and

WHEREAS, funding is identified in SW2303;

Now therefore,

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

SECTION I. That the bid for the Sanitary Sewer Extension - East Tennessee State University's Valleybrook Campus project, consisting of construction of approximately 5,050 linear feet of public sanitary sewer line and related appurtenances to connect East Tennessee State University's Valleybrook Campus to the city sewer system at an estimated cost of \$1,228,491.00, is awarded to Thomas Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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 public.

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

ADOPTED this the 15<sup>th</sup> day of November, 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

MINUTES  
BID OPENING  
October 4, 2022  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager;  
Mike Hickman, Engineering; Sam Chase, Water Sewer; Ken Rea, First TN Development District

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:

SANITARY SEWER EXTENSION – ETSU VALLEYBROOK CAMPUS	
Vendor:	Total Cost:
Thomas Construction Co., Inc.	\$1,228,491.00
Glass Machinery & Excavation Co., Inc.	\$2,166,191.58
Franklin Underground & Utility Services Inc.	\$1,746,950.50
Merkel Brothers Construction, Inc.	\$2,286,850.00
GRC Civil Services, Inc.	\$1,889,932.00

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

**BID TABULATION FOR SANITARY SEWER EXTENSION - ETSU VALLEYBROOK CAMPUS (2020-C21)**

ITEM NO.	EST. QTY	UNIT	DESCRIPTION	CITY OF KINGSFORD ESTIMATE		THOMAS CONSTRUCTION CO., INC.		FRANKLIN UNDERGROUND UTILITY SERVICES, INC.		GRC CIVIL SERVICES, INC.		GLASS MACHINERY & EXCAVATION, INC.		MERKEL BROB CONSTRUCTION, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	Mobilization and Traffic Control	\$ 50,000.00	\$ 50,000.00	\$ 73,700.00	\$ 73,700.00	\$ 175,000.00	\$ 175,000.00	\$ 126,900.00	\$ 126,900.00	\$ 150,000.00	\$ 150,000.00	\$ 125,000.00	\$ 125,000.00
2	1	LS	CLEARING AND GRUBBING AND GRADING (SECTION 31 11 00)	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 189,660.00	\$ 189,660.00	\$ 17,185.03	\$ 17,185.03	\$ 75,000.00	\$ 75,000.00
3	400	I	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 32.00	\$ 12,800.00	\$ 38.00	\$ 15,200.00	\$ 30.00	\$ 12,000.00	\$ 30.00	\$ 12,000.00	\$ 40.00	\$ 16,000.00	\$ 50.00	\$ 20,000.00
4	2250	CY	SOLID ROCK EXCAVATION IN TRENCH (SECTION 31 23 33)	\$ 35.00	\$ 78,750.00	\$ 75.00	\$ 168,750.00	\$ 100.00	\$ 225,000.00	\$ 10.00	\$ 22,600.00	\$ 250.00	\$ 562,500.00	\$ 150.00	\$ 337,500.00
5	75	LF	FENCE REPLACEMENT (MATCH EXIST) (IF NECESSARY) (SECTION 32 31 13)	\$ 50.00	\$ 3,750.00	\$ 76.00	\$ 5,850.00	\$ 200.00	\$ 15,000.00	\$ 20.00	\$ 1,500.00	\$ 40.00	\$ 3,000.00	\$ 40.00	\$ 3,000.00
6	1	LS	SEEDING WITH MULCH (SECTION 32 32 20)	\$ 20,000.00	\$ 20,000.00	\$ 29,100.00	\$ 29,100.00	\$ 76,000.00	\$ 76,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,897.73	\$ 17,897.73	\$ 125,000.00	\$ 125,000.00
7	20	GA	TACK COAT (SECTION 32 12 16)	\$ 5.00	\$ 100.00	\$ 323.00	\$ 6,460.00	\$ -	\$ -	\$ 100.00	\$ 2,000.00	\$ 30.00	\$ 600.00	\$ 5.00	\$ 100.00
8	40	T	ASPHALT BINDER 3" IN TRENCH (SECTION 32 12 16)	\$ 150.00	\$ 6,000.00	\$ 453.00	\$ 18,120.00	\$ 250.00	\$ 10,000.00	\$ 200.00	\$ 8,000.00	\$ 240.00	\$ 9,600.00	\$ 250.00	\$ 10,000.00
9	75	T	ASPHALT TOPPING 1.5" (SECTION 32 12 16)	\$ 175.00	\$ 13,125.00	\$ 453.00	\$ 33,975.00	\$ 1,333.34	\$ 100,000.00	\$ 150.00	\$ 11,250.00	\$ 200.00	\$ 16,000.00	\$ 200.00	\$ 16,000.00
10	1	LS	SOIL & EROSION CONTROL (SECTION 31 25 13)	\$ 20,000.00	\$ 20,000.00	\$ 3,600.00	\$ 3,600.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 37,500.00	\$ 37,500.00	\$ 75,000.00	\$ 75,000.00
11	4,500	LF	8" PVC GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 80.00	\$ 360,000.00	\$ 133.00	\$ 598,500.00	\$ 175.00	\$ 787,500.00	\$ 248.00	\$ 1,116,000.00	\$ 187.79	\$ 845,035.00	\$ 200.00	\$ 900,000.00
12	155	LF	8" JOINTLESS HOPE GRAVITY SEWER PIPE (MH 11 to MH 12 Bore and Casing Pipe)	\$ 400.00	\$ 62,000.00	\$ 147.00	\$ 22,765.00	\$ 500.00	\$ 77,500.00	\$ 300.00	\$ 46,500.00	\$ 421.23	\$ 65,280.65	\$ 750.00	\$ 116,250.00
13	320	LF	8" JOINTLESS HOPE GRAVITY SEWER PIPE (MH 4 to MH 5)	\$ 400.00	\$ 128,000.00	\$ 232.00	\$ 74,240.00	\$ 200.00	\$ 64,000.00	\$ 300.00	\$ 96,000.00	\$ 220.40	\$ 70,528.00	\$ 500.00	\$ 160,000.00
14	20	LF	STREAM CROSSING INCLUDING PIPE AND ASSOCIATED WORK (Per Stream Crossing Detail and Permit)	\$ 250.00	\$ 5,000.00	\$ 100.00	\$ 2,000.00	\$ 750.00	\$ 15,000.00	\$ 500.00	\$ 10,000.00	\$ 472.68	\$ 9,453.60	\$ 1,000.00	\$ 20,000.00
15	100	LF	8" PVC SEWER (SECTION 33 30 00)	\$ 40.00	\$ 4,000.00	\$ 96.00	\$ 9,600.00	\$ 50.00	\$ 5,000.00	\$ 248.00	\$ 24,800.00	\$ 123.63	\$ 12,363.00	\$ 100.00	\$ 10,000.00
16	11	EA	SEWER LATERAL ASSEMBLIES (84846 PVC TEES) (SECTION 33 30 00)	\$ 300.00	\$ 3,300.00	\$ 485.00	\$ 5,335.00	\$ 150.00	\$ 1,650.00	\$ 1,000.00	\$ 11,000.00	\$ 2,413.12	\$ 25,544.32	\$ 1,000.00	\$ 11,000.00
17	11	EA	CLEANOUT ASSEMBLIES @ LATERALS (SECTION 33 30 00)	\$ 500.00	\$ 5,500.00	\$ 780.00	\$ 8,580.00	\$ 300.00	\$ 3,300.00	\$ 1,000.00	\$ 11,000.00	\$ 1,102.38	\$ 12,126.18	\$ 1,000.00	\$ 11,000.00
18	19	EA	STANDARD SEWER MANHOLES (SECTION 33 30 00)	\$ 3,500.00	\$ 66,500.00	\$ 4,510.00	\$ 85,690.00	\$ 6,900.00	\$ 131,000.00	\$ 6,538.00	\$ 124,222.00	\$ 10,609.61	\$ 201,582.59	\$ 10,000.00	\$ 190,000.00
19	1	EA	CONNECT TO EXISTING MANHOLE (SECTION 33 30 00)	\$ 2,000.00	\$ 2,000.00	\$ 1,016.00	\$ 1,016.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,825.00	\$ 4,825.00	\$ 10,000.00	\$ 10,000.00
20	28	VF	EXTRA DEPTH MANHOLE (SECTION 33 30 00)	\$ 500.00	\$ 13,000.00	\$ 895.00	\$ 25,060.00	\$ 1,000.00	\$ 28,000.00	\$ 100.00	\$ 2,800.00	\$ 2,478.68	\$ 84,446.68	\$ 2,000.00	\$ 2,000.00
21	2	EA	WATERTIGHT LID & CASTING (SECTION 33 30 00)	\$ 500.00	\$ 1,000.00	\$ 730.00	\$ 1,460.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00
22	20	LF	15" RCP STORM SEWER (IF REQ'D) (SECTION 33 40 00)	\$ 100.00	\$ 2,000.00	\$ 173.00	\$ 3,460.00	\$ 125.00	\$ 2,500.00	\$ 100.00	\$ 2,000.00	\$ 149.20	\$ 2,985.80	\$ 200.00	\$ 4,000.00
23	100	LF	14" HOPE CARRIER PIPE - STA. 8+78 TO STA. 9+79	\$ 150.00	\$ 15,000.00	\$ 78.00	\$ 7,800.00	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 195.09	\$ 19,018.00	\$ 150.00	\$ 15,000.00
PROJECT TOTAL:				\$ 881,825.00	\$ 1,228,491.00	\$ 1,746,850.80	\$ 1,889,932.00	\$ 2,156,151.58	\$ 2,288,650.00						





# Valleybrook Sewer Extension

End of existing  
sewer system

Proposed sewer  
extension

Fordtown Rd

Pickens Rd

Phil's Dream Pit

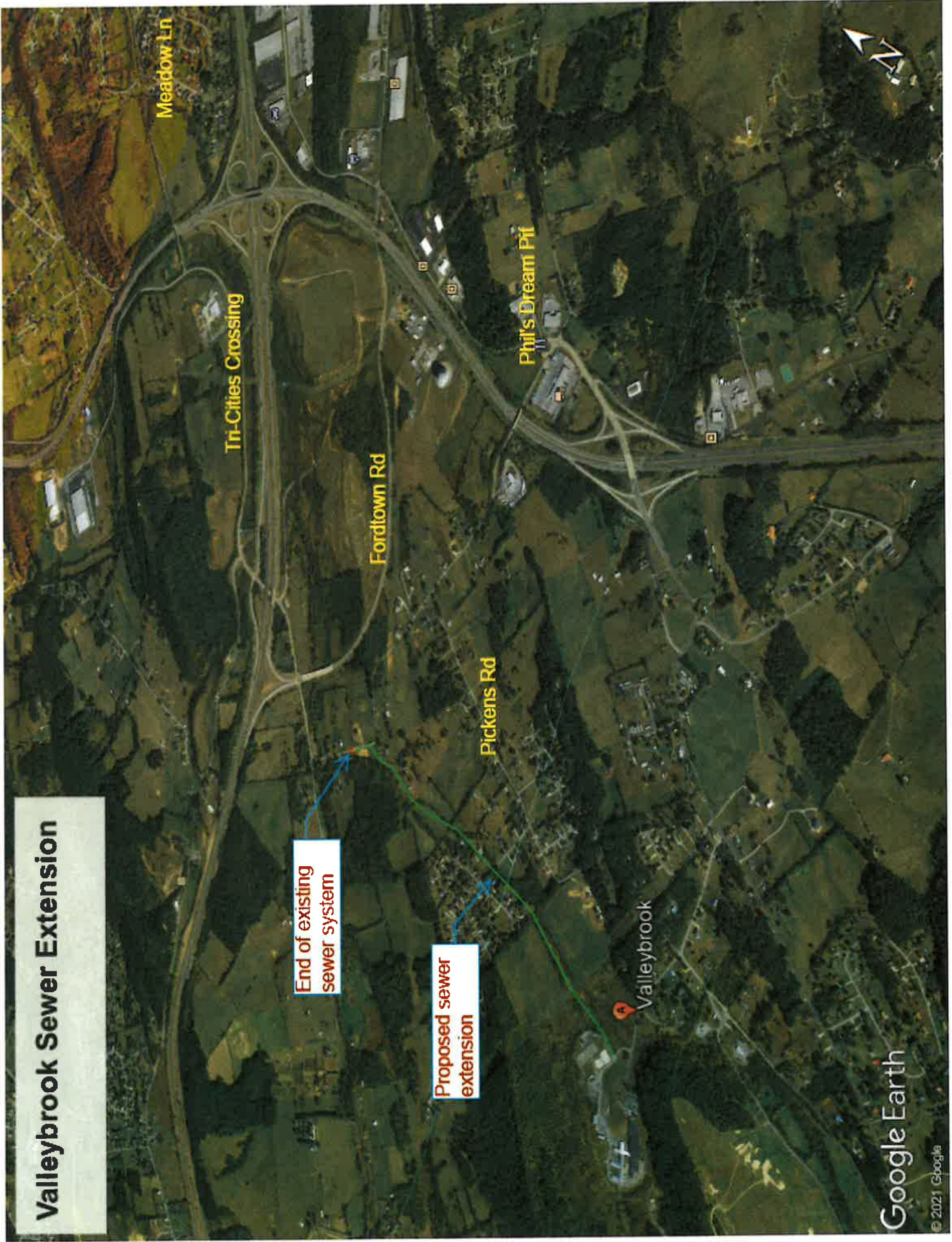
Valleybrook

Meadow Ln

Tri-Cities Crossing

Google Earth

© 2021 Google





## AGENDA ACTION FORM

### Authorize the Reimbursement of Materials Agreement Funds to Carla Karst, Related to the Cox Valley Development

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

Action Form No.: AF-341-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 2022  
 Staff Work By: David Harris  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City pursuant to which the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with Carla Karst related to the Cox Valley Development in the amount of \$153,830.48. Upon construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$139,078.33.

To date, including this development, the program has supported 1755 new/proposed lots within the City of Kingsport.

#### Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Maps
4. As-Built Drawing

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 REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO CARLA KARST FOR THE  
COX VALLEY DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Carla Karst entered into a Materials Agreement in the total amount of \$153,830.48, with the city for the provision of certain water and sewer materials by the city for Cox Valley; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$139,078.33, for Cox Valley; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Carla Karst, in the amount of \$139,078.33 for Cox Valley, is approved.

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

ADOPTED this the 15th day of November 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Materials Agreement

Project: Cox Valley Development  
 Date: November 15, 2022  
 Developer: Carla Karst

File No.: 2021-D25

### Water Reimbursement

Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	1660.00	Feet	\$26.40	\$43,824.00
41810	6" x 18' D.I. Pipe	980.00	Feet	\$20.77	\$20,354.60
42120	4' Bury Hydrant	4.00	each	\$1,610.00	\$6,440.00
42845	6" x 18" MJ Anchor Coupling	5.00	each	\$198.41	\$992.05
42335	8" MJ Gate Valve	8.00	each	\$1,040.00	\$8,320.00
42325	6" MJ Gate Valve	7.00	each	\$607.00	\$4,249.00
43031	8x8x6 Anchor Tee	2.00	each	\$228.58	\$457.16
43032	6x6x6 Anchor Tee	2.00	each	\$182.56	\$365.12
42100	8x8x8 MJ Tee	2.00	each	\$237.28	\$474.56
42014	6x6x6 MJ Tee	1.00	each	\$158.53	\$158.53
40595	8" MJ Solid Cap	1.00	each	\$69.60	\$69.60
Project #	<b>WA2257</b>				
	Expense To:				
Project Total	<b>451-0000-605-9003</b>				\$85,704.62
Sales Tax	<b>451-0000-207-0201</b>			9.50%	\$8,141.94
	Total Cost Including Tax				\$93,846.56
	Amount Paid and Receipted To:				
Contractor Paid	<b>451-0000-208-1250</b>				\$86,015.45
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$8,171.47
	Total Cost Including Tax				\$94,186.92
	<b>Sales Tax Adjustment</b>				-\$29.53
<b>Water</b>	<b>Refund Due Developer</b>				\$86,044.98

## Materials Agreement

Project: Cox Valley Development  
 Date: November 15, 2022  
 Developer: Carla Karst

File No.: 2021-D25

### Sanitary Sewer Reimbursement

Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	233.00	Joints	\$145.88	\$33,990.04
45057	8" x 6" Tee Wye gsktd Sewer	90.00	each	\$68.96	\$6,206.40
45112	Manhole Frame & Covers V-1312-44	15.00	each	\$253.76	\$3,806.40
	Manhole Estimate	1.00	each	\$25,578.23	\$25,578.23
Project #	<b>SW2259</b>				
	Expense To:				
Project Total	<b>452-0000-606-9003</b>				\$69,581.07
Sales Tax	<b>452-0000-207-0201</b>			9.50%	\$6,610.20
	Total Cost Including Tax				\$76,191.27
	Amount Paid and Receipted To:				
Contractor Paid	<b>452-0000-208-1250</b>				\$54,469.00
Sales Tax:	<b>452-0000-207-0201</b>			9.50%	\$5,174.56
	Total Cost Including Tax				\$59,643.56
	<b>Sales Tax Adjustment</b>				\$1,435.65
<b>Sewer</b>	<b>Refund Due Developer</b>				\$53,033.35
Total Refund					<b>\$139,078.33</b>

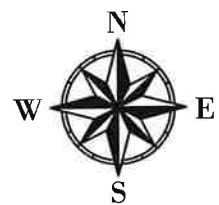
All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Donna Ripma  
 Date: Nov. 3, 2022

City of Kingsport Inspector: Stephen Rothill  
 Date: 11/03/22

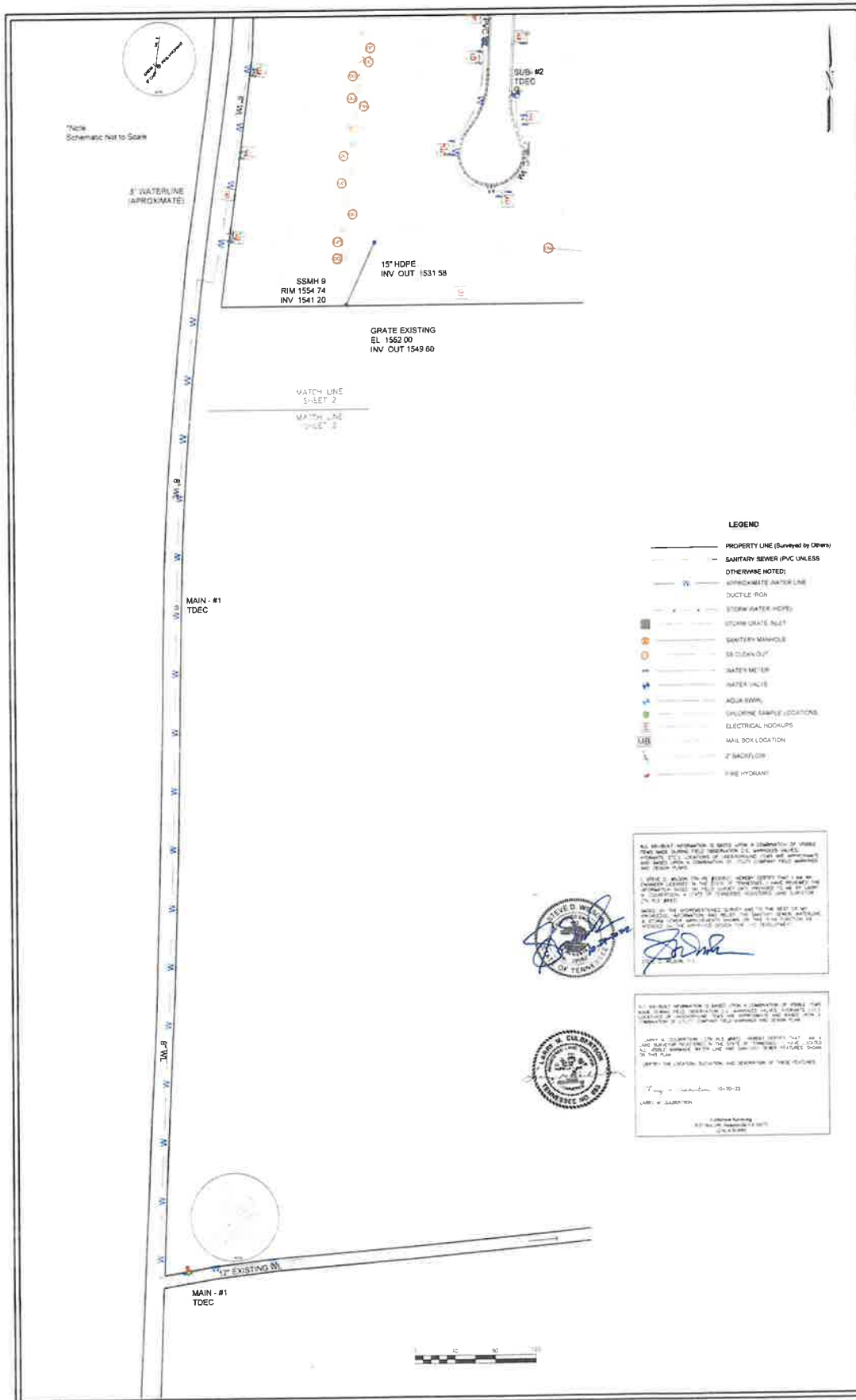
Developer: Carla Karst  
 Date: 11.04.22





# COX VALLEY DEVELOPMENT

KINGSPORT, TENNESSEE



- LEGEND**
- PROPERTY LINE (Surveyed by Others)
  - SANITARY SEWER (PVC UNLESS OTHERWISE NOTED)
  - APPROXIMATE WATER LINE
  - DUCTILE IRON
  - STORM WATER HOPE
  - STORM GRATE ASSET
  - SANITARY MANHOLE
  - SA CLEAN-OUT
  - WATER METER
  - WATER VALVE
  - AQUA RIVA
  - CHLORINE SAMPLE LOCATIONS
  - ELECTRICAL HOOKUPS
  - MAIL BOX LOCATION
  - 2" BACKFLOW
  - FIRE HYDRANT

ALL EXISTING INFORMATION IS BASED UPON A COMPARISON OF VARIOUS SOURCES (SURVEY FIELD RECORDS, CITY RECORDS, ETC.) AND THE LOCATION OF EXISTING UTILITIES AND STRUCTURES HAS BEEN DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.

I, *[Signature]*, being duly sworn, depose and say that I am the author of the above information and that I am a duly licensed Professional Engineer in the State of Tennessee, License No. 10-10-22.

WITNESSED my hand and seal this 10th day of October, 2010.

*[Signature]*  
Professional Engineer  
10-10-22

ALL EXISTING INFORMATION IS BASED UPON A COMPARISON OF VARIOUS SOURCES (SURVEY FIELD RECORDS, CITY RECORDS, ETC.) AND THE LOCATION OF EXISTING UTILITIES AND STRUCTURES HAS BEEN DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.

I, *[Signature]*, being duly sworn, depose and say that I am the author of the above information and that I am a duly licensed Professional Engineer in the State of Tennessee, License No. 10-10-22.

WITNESSED my hand and seal this 10th day of October, 2010.

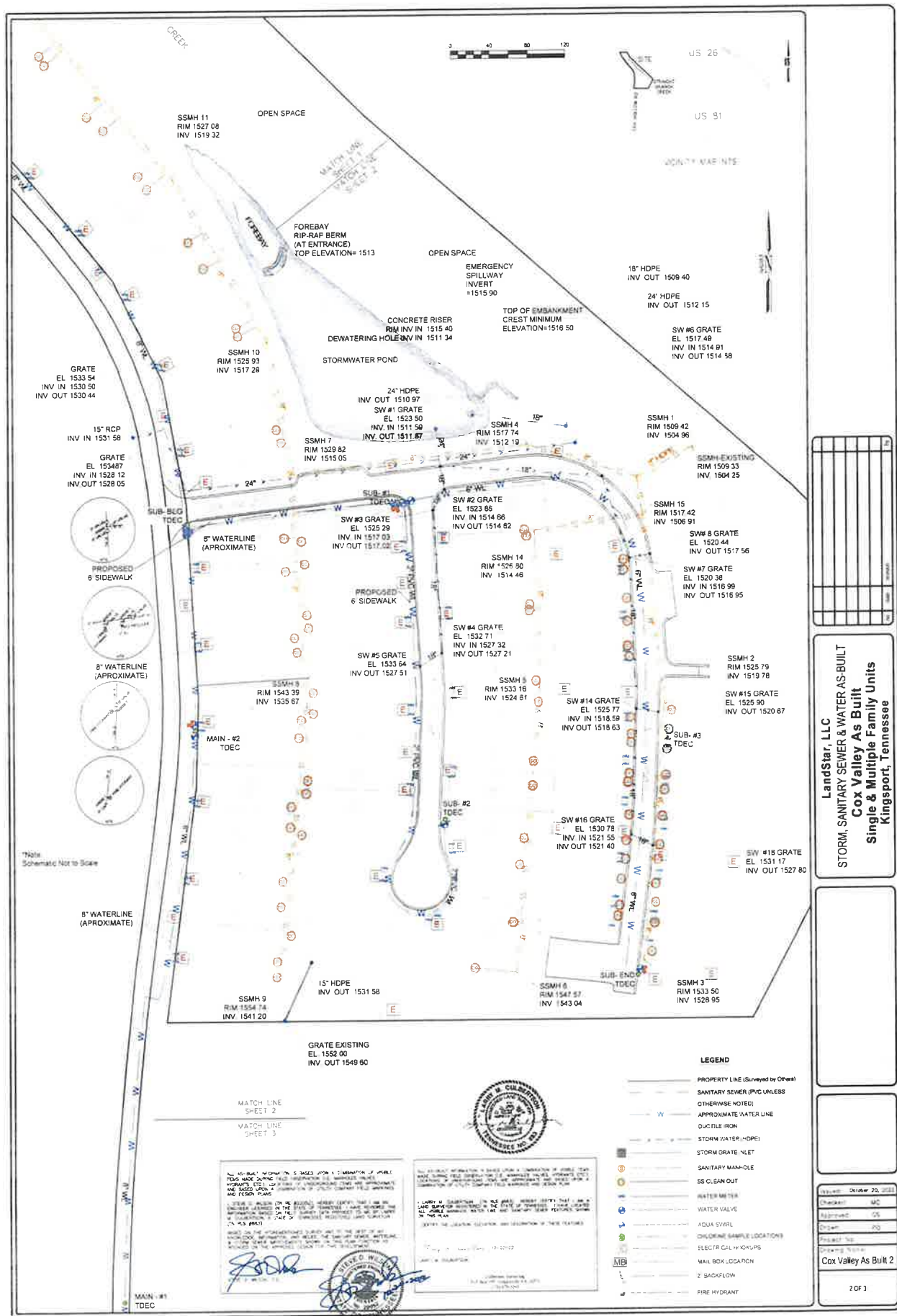
*[Signature]*  
Professional Engineer  
10-10-22


**LandStar, LLC**  
**STORM, SANITARY SEWER & WATER AS-BUILT**  
**Cox Valley As Built**  
**Single & Multiple Family Units**  
**Kingsport, Tennessee**

Issue: October 25, 2010  
 Checked: [Signature]  
 Approved: [Signature]  
 Drawn: [Signature]  
 Project No.:  
 Drawing Title:  
 Cox Valley As Built 3

1 OF 3



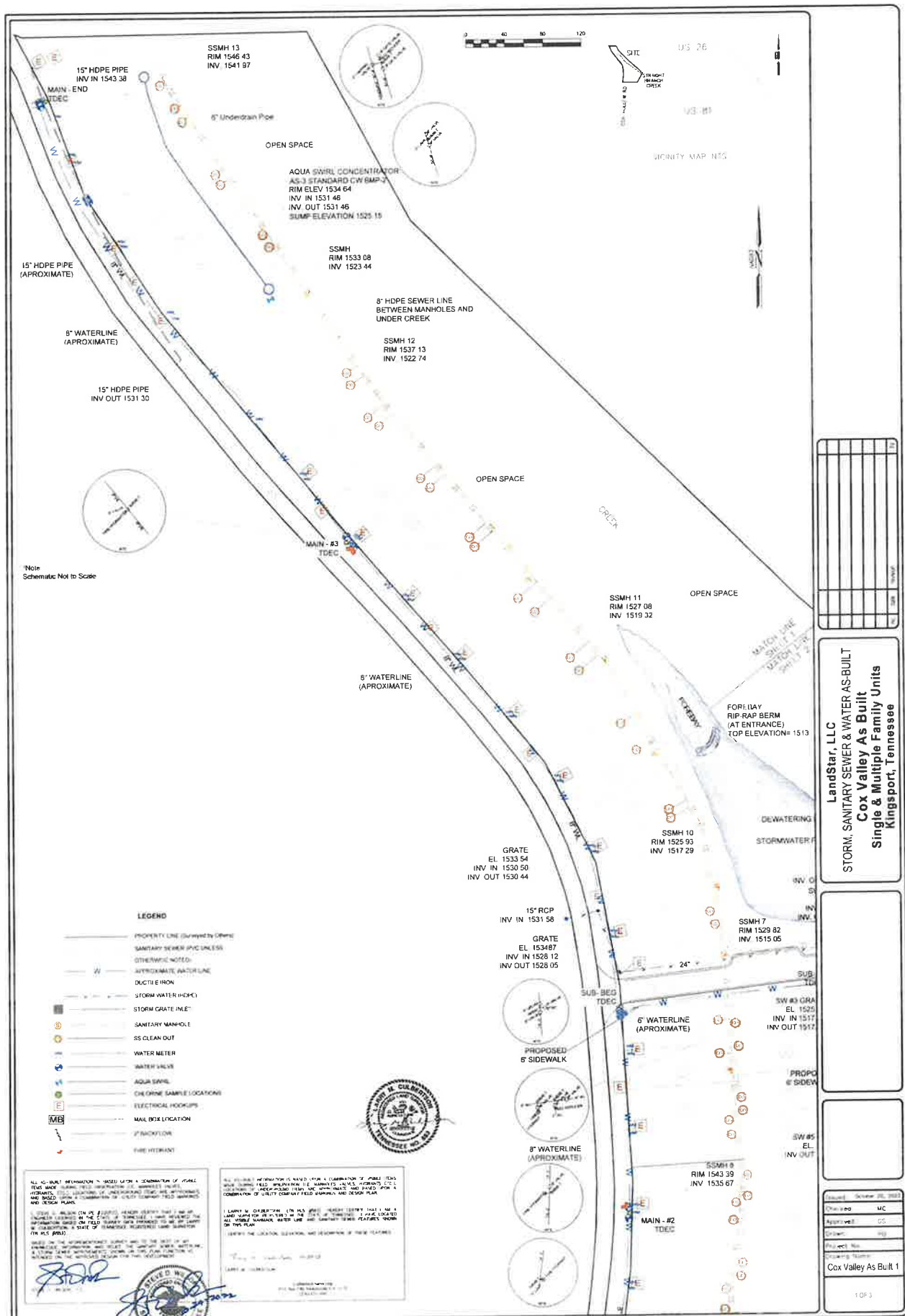


**LandStar, LLC**  
STORM, SANITARY SEWER & WATER AS-BUILT  
**Cox Valley As Built**  
Single & Multiple Family Units  
Kingsport, Tennessee

Issued:	October 20, 2012
Checked:	MC
Approved:	CS
Design:	PD
Project No.	
Drawing Name:	

Cox Valley As Built 2







## AGENDA ACTION FORM

### **Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC, Related to the Evarts Valley Development**

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

Action Form No.: AF-340-2022  
Work Session: November 14, 2022  
First Reading: N/A

Final Adoption: November 15, 2022  
Staff Work By: David Harris  
Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City pursuant to which the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with The Edinburgh Group, LLC related to the Evarts Valley Development in the amount of \$88,826.99. Upon construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$78,968.39.

To date, including this development, the program has supported 1805 new/proposed lots within the City of Kingsport.

#### **Attachments:**

1. Resolution
2. Closeout Worksheet
3. Location Maps
4. As-Built Drawing

Funding source appropriate and funds are available: *jm*

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

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

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

A RESOLUTION AUTHORIZING REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO THE EDINBURGH GROUP,  
LLC FOR THE EVARTS VALLEY DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, The Edinburgh Group, LLC entered into a Materials Agreement in the total amount of \$88,826.99, with the city for the provision of certain water and sewer materials by the city for Evarts Valley; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$78,968.39, for Evarts Valley; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to The Edinburgh Group, LLC, in the amount of \$78,968.39 for Evarts Valley, is approved.

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

ADOPTED this the 15th day of November 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Materials Agreement

Project: Evarts Valley  
 Date: November 15, 2022  
 Developer: Edinburgh Group, LLC

File No.: 2021-D5  
 AF-2022-340

### Water Reimbursement

Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	73.00	Joints	\$466.56	\$34,058.88
42120	4' Bury Hydrant	3.00	each	\$1,610.00	\$4,830.00
42325	6" MJ Gate Valve	3.00	each	\$578.00	\$1,734.00
43031	8x8x6 Anchor Tee	3.00	each	\$196.19	\$588.57
42845	6" x 18" MJ Anchor Coupling	3.00	each	\$170.29	\$510.87
42335	8" MJ Gate Valve	2.00	each	\$988.00	\$1,976.00
41794	8" Plug w/ 2" Tap	2.00	each	\$97.88	\$195.76
42100	8x8x8 MJ Tee	1.00	each	\$203.64	\$203.64
40401	Linesetter 5/8" x 3/4"	50.00	each	\$141.50	\$7,075.00
42732	MB-1 Meter Box with Lid	50.00	each	\$71.00	\$3,550.00
	Returned Material				
40401	Linesetter 5/8" x 3/4"	48.00	each	\$141.50	\$6,792.00
Project #	<b>WA2253</b>				
	Expense To:				
Project Total	<b>451-0000-605-9003</b>				\$47,930.72
Sales Tax	<b>451-0000-207-0201</b>			9.50%	\$4,553.42
	Total Cost Including Tax				\$52,484.14
	Amount Paid and Receipted To:				
Contractor Paid	<b>451-0000-208-1250</b>				\$43,211.15
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$4,105.06
	Total Cost Including Tax				\$47,316.21
	<b>Sales Tax Adjustment</b>				\$448.36
<b>Water</b>	<b>Refund Due Developer</b>				\$42,762.79

## Materials Agreement

Project: Evarts Valley  
 Date: November 15, 2022  
 Developer: Edinburgh Group, LLC

File No: 2021-D5  
 AF-2022-340

### Sanitary Sewer Reimbursement

Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	186.00	Joints	\$144.90	\$26,951.40
45057	8" x 6" Tee Wye gsktd Sewer	50.00	each	\$63.14	\$3,157.00
45112	Manhole Frame & Covers V-1312-44	13.00	each	\$253.76	\$3,298.88
	Estimated Total Manhole Cost Estimate	1.00	each	\$22,436.73	\$22,436.73
Project #	SW2253				
	Expense To:				
Project Total	452-0000-606-9003				\$55,844.01
Sales Tax	452-0000-207-0201			9.50%	\$5,305.18
	Total Cost Including Tax				\$61,149.19
	Amount Paid and Receipted To:				
Contractor Paid	452-0000-208-1250				\$37,909.39
Sales Tax:	452-0000-207-0201			9.50%	\$3,601.39
	Total Cost Including Tax				\$41,510.78
	Sales Tax Adjustment				\$1,703.79
Sewer	Refund Due Developer				\$36,205.60
				Total Refund	\$78,968.39

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

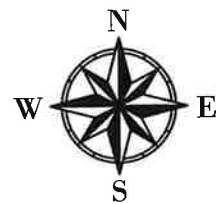
City of Kingsport Warehouse Donna Lipoma  
 Date: 11/4/22

City of Kingsport Inspector Kent Davis  
 Date: 11/4/22

Developer [Signature]  
 Date: 11/4/22







# EVARTS VALLEY DEVELOPMENT

KINGSPORT, TENNESSEE





## AGENDA ACTION FORM

### Execute Agreement with Greater Kingsport Alliance for Development for the Lynn Garden Corridor Study

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

Action Form No.: AF-344-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 2022  
 Staff Work By: Jessica Harmon  
 Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The City of Kingsport desires to enter into an agreement with the Greater Kingsport Alliance for Development (GKAD) organization. GKAD is a non-profit corporation created through the efforts of Kingsport Housing & Redevelopment Authority and private citizens. The purpose of the partnership is to provide a means for the public/private sector to cooperate in providing affordable housing and services to those who need it in Kingsport.

The purpose of the agreement is to provide for a corridor development plan for Lynn Garden Drive, also known as SR36, that results in a pattern of cohesive and functional land use and urban design that is aesthetically attractive and sensitive to the surrounding community. Funding for this study will come from the American Rescue Plan money that was set aside for Community Grants. The study will involve a public process utilizing stakeholder and public meetings for input and recommendations. A final report will be delivered to the Board of Mayor and Aldermen.

Funding for this is identified in NC2213.

#### Attachments:

1. Resolution

Funding source appropriate and funds are available: *gm*

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

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



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

A RESOLUTION APPROVING AN AGREEMENT WITH THE GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT, INC. FOR THE LYNN GARDEN CORRIDOR STUDY 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 the Greater Kingsport Alliance for Development, Inc., (GKAD) which is a Tennessee non-profit corporation created through the efforts of Kingsport Housing & Redevelopment Authority and private citizens

WHEREAS, the purpose of the partnership is to provide a means for the public/private sector to cooperate in providing affordable housing and services to those who need it in the city.

WHEREAS, the agreement is to provide for a corridor development plan for Lynn Garden Drive, also known as State Route 36, to provide a pattern of cohesive and functional land use and urban design that is aesthetically attractive and sensitive to the surrounding community; and

WHEREAS, funding for this study will come from the American Rescue Plan funds that were set aside for community grants, and the study will involve an interactive process utilizing stakeholder and public meetings for input and recommendations, and a final report will be delivered to the Board of Mayor and Aldermen; and

WHEREAS, funding is identified in NC2213.

Now therefore,

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

SECTION I. That an agreement with the Greater Kingsport Alliance for Development for the Lynn Garden Corridor Study, 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 the Greater Kingsport Alliance for Development for the Lynn Garden Corridor Study, 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:

**AGREEMENT  
BETWEEN  
THE CITY OF KINGSPORT, TENNESSEE  
AND**

**GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT, INC.**

THIS AGREEMENT made and entered into as of this 15th day of November, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the Greater Kingsport Alliance for Development, Inc., hereinafter called "GKAD".

**WITNESSETH:**

WHEREAS, GKAD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, GKAD has requested financial assistance pursuant to said sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide a corridor development plan for Lynn Garden Drive, also known as State Route 36, that results in a pattern of cohesive and functional land use and urban design that is aesthetically attractive and sensitive to the surrounding community and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by GKAD.

2. **DESCRIPTION OF THE PROJECT.**

GKAD agrees as follows:

- A. To engage a consultant to complete a corridor study for the area along or near Lynn Garden Drive
- B. Work with the City of Kingsport and consultant on public processes to explore and recommend alternative concepts for the corridor.
- C. Participate in all project meetings, including public forums and presentations.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to GKAD under this Agreement shall not exceed ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00).

4. **REQUEST FOR REIMBURSEMENT.** GKAD shall bill CITY for the actual costs for the corridor study and those service which it provides directly associated therewith utilizing forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that GKAD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** GKAD prior to receiving funds pursuant to this Agreement must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit **OR** an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. GKAD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of GKAD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** GKAD shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. GKAD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** GKAD will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, GKAD shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** GKAD shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

**12. ASSURANCES.** GKAD hereby assures CITY that GKAD is legally entitled to funds from CITY.

**13. OPERATING INFORMATION.** GKAD will provide any relevant information requested by CITY concerning GKAD program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

**14. PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from November 15, 2022 to November 15, 2023. Accordingly, funds allocated by CITY to GKAD can be used to reimburse GKAD for eligible project expenses beginning on November 15, 2022. In no event shall CITY participate in project expenses incurred after November 15, 2023.

**15. REPORTING.** Upon request of the City Manager and no later than 60 days after the receipt thereof GKAD shall submit to the Board of Mayor and Aldermen a status report setting out how funds allocated by CITY to GKAD assist in carrying out the purpose of the project as described under the terms of this Agreement.

**16. INDEPENDENT CONTRACTOR.** GKAD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. GKAD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither GKAD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by GKAD, or its employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

GKAD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with GKAD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of GKAD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to GKAD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[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 15th day of November, 2022.

---

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter Into an Agreement with Sync Space

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

Action Form No.: AF-348-2022  
Work Session: November 14, 2022  
First Reading: N/A

Final Adoption: November 15, 2022  
Staff Work By: Chris McCartt  
Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Sync Space, operating in partnership with Launch Tennessee, provides resources, recruitment, and support for entrepreneurs within the eight counties of Northeast Tennessee. Kingsport has provided funding to support these efforts within our city for the last two years. Notable projects include the establishment of Create Appalachia and the ongoing resources provided to entrepreneurs through the Inventor Center.

At the November 1, 2022 BMA work session, Sync Space Director Mr. Heath Guinn made a presentation (attached) outlining the work that has been done since our initial investment in 2019 as well as what is on the horizon for the program. Additionally, at the 11/1/2022 meeting, funding, in the amount of \$125,000, was requested to assist with the objectives outlined in the attached presentation. Staff recommends funding in the amount of \$62,500 with the understanding that consideration for the balance requested would be evaluated in the spring of 2023.

Funding will come from the General Projects project (NC2100).

#### Attachments:

1. Resolution/Agreement
2. Supplemental Information

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 APPROVING AN AGREEMENT WITH SYNC SPACE ENTREPRENEUR CENTER AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Sync Space Entrepreneur Center, operating in partnership with Launch Tennessee, provides resources, recruitment, and support for entrepreneurs within the eight counties of Northeast Tennessee and more particularly the City of Kingsport; and

WHEREAS, Sync Space Entrepreneur Center has requested financial assistance in the amount of \$125,000.00 from city to assist in securing grant funding for which matching funds are required, as well as to bolster its current programs which support and facilitate entrepreneurship and apprenticeship; and

WHEREAS, in supporting efforts such as these city benefits through the advancement in innovation in the local business community and the retention and recruitment of talented business owners, students, and workforce; and

WHEREAS, city desires to provide Syn Space with financial assistance in the amount of \$62,500 at the present time to facilitate its efforts with the potential for additional financial assistance in the future should Sync Space prove successful in obtaining or making substantial progress towards its goals with the financial assistance provided for herein; and

WHEREAS, funding is available in NC2100.

Now therefore,

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

SECTION I. That an agreement with Sync Space Entrepreneur Center for the provision of financial assistance in the amount of \$62,500, is hereby approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreement with Sync Space Entrepreneur Center for the provision of financial assistance in the amount of \$62,500.00, to deliver the agreements 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 agreements and this resolution.

**AGREEMENT BETWEEN  
THE CITY OF KINGSFORT, TENNESSEE  
AND  
SYNC SPACE ENTREPRENEUR CENTER  
"SYNC SPACE"**

THIS AGREEMENT made and entered into as of this 16<sup>th</sup> day of November 2022, by and between the City of Kingsport, hereinafter called "CITY", and the Sync Space Entrepreneur Center, hereinafter called "SYNC SPACE".

**WITNESSETH:**

WHEREAS, SYNC SPACE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYNC SPACE will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide SYNC SPACE with financial assistance for securing grant funds and support programs designed to foster the growth of entrepreneurship and apprenticeship and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYNC SPACE.

2. **DESCRIPTION OF THE PROJECT.** SYNC SPACE agrees to utilize the financial assistance from CITY as follows:

- Apply the funds towards any private, state, or federal grants which require matching funds from recipients;
- Support the Angel Fund which consists of local investors for local companies;
- Support the Frontline Healthcare Accelerator;
- Support the Tennessee Mentor Network Engagement program; and
- Support the production apprenticeship program.

SYNC SPACE shall have discretion over the allocation of the financial assistance from CITY among the various programs set forth herein.

3. **MAXIMUM PAYMENT.** Within 60 days of execution of this agreement CITY will provide SYNC SPACE financial assistance in the amount of SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$62,500.00) to be utilized as set forth in Section 2 of this agreement. It is expressly understood and agreed that the total amount to be paid by CITY to SYNC SPACE under this Agreement will not exceed SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$62,500.00).

4. **AUDITS.** SYNC SPACE prior to receiving funds pursuant to this Agreement must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. SYNC SPACE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYNC SPACE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

5. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYNC SPACE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYNC SPACE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

6. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

7. **ASSIGNMENT AND SUBLETTING.** SYNC SPACE will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

8. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, SYNC SPACE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS and NO/100 (\$125,000).

9. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYNC SPACE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

10. **ASSURANCES.** SYNC SPACE hereby assures CITY that SYNC SPACE is legally entitled to funds from CITY.



11. **OPERATING INFORMATION.** SYNC SPACE will provide any relevant information requested by CITY concerning SYNC SPACE's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

12. **PROJECT TERM.** CITY and SYNC SPACE have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to SYNC SPACE can be used to reimburse SYNC SPACE for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.

13. **REPORTING.** Upon request of the City Manager, and no later than 60 days after the receipt thereof, SYNC SPACE will submit to the Board of Mayor and Aldermen a status report setting out how funds allocated by CITY to SYNC SPACE assist in carrying out the purpose of the project as described under the terms of this Agreement.

14. **INDEPENDENT CONTRACTOR.** SYNC SPACE's relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYNC SPACE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYNC SPACE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYNC SPACE, or its employees or agents.

15. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** SYNC SPACE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with SYNC SPACE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYNC SPACE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYNC SPACE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[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 agreements 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 authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2022-2023 budget.

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 15<sup>TH</sup> day of November 2022.

---

PATRICK W. SHULL, MAYOR

**ATTEST:**

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

# sync.space

Sync Space is a Kingsport, Tennessee based 501(c)3 non-profit



# **In December of 2019, Kingsport invested \$31,000 with Sync Space.**

## **Since that investment, Sync Space has brought Kingsport:**

- \$1,642,000 in grants to support the Kingsport Entrepreneurial Ecosystem
- \$1,500,000 in Private Capital Investment for Kingsport startup companies
- 17 Entrepreneurial Programs
- 42 Kingsport Companies Participated
- 40% Minority Founders (Female, Race, Veteran, Rural)
- 36 Engaged Mentors for Startups
- 12 Corporate and Academic Institution Partnerships into the Kingsport Ecosystem

# Goal:

**To Make Kingsport a Recognized Center of Entrepreneurship and Innovation in Central Appalachia**

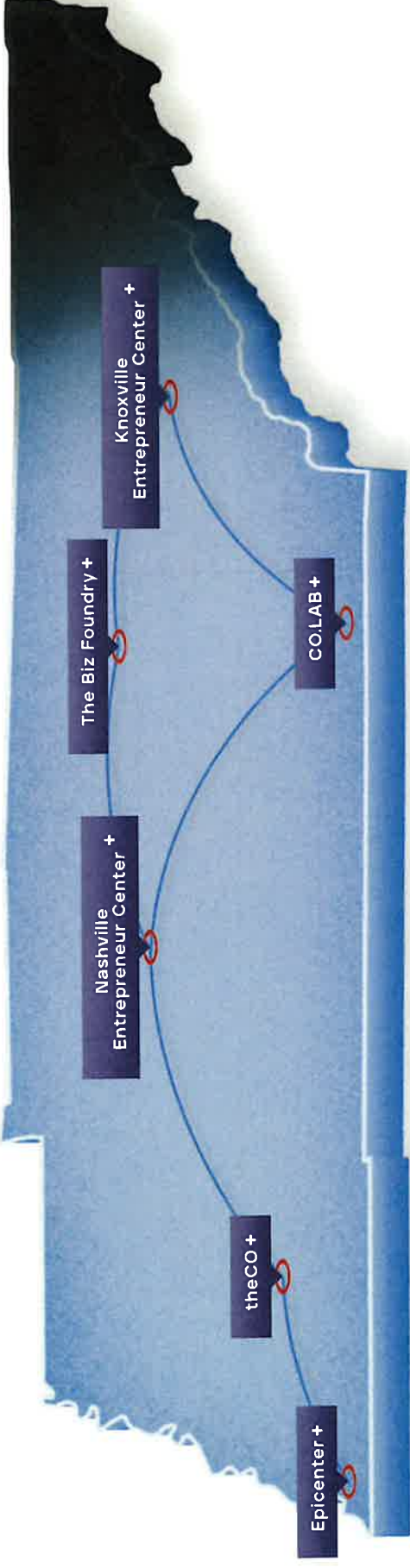
# Steps:

- 1. Put Kingsport on the Innovation Map in Tennessee**
- 2. Build an Entrepreneurial Ecosystem Culture**
- 3. Retain and Recruit Talented Business Owners, Students, and Workforce**

*Why is this so important? By 2030, Technology based business are set to become 40% of global GDP and represent \$14 Trillion of investment, this includes the onset of the GigEconomy, Creator Economy, and Remote Workforce movement. Additionally, more than \$16 Billion is spent annually in Tennessee's media and production industry with less than .006% currently coming to Kingsport.*

## STEP 1: Put Kingsport on the Innovation Map in Tennessee

- Prior to 2019 Kingsport was not recognized as part of the state's innovation ecosystem nor received any state grand dollars for entrepreneurship through TNECD/LaunchTN



# 2019: Sync Space

Became the Regional Partner of  
Launch TN's Entrepreneurial Network

- Sync Space's HQ in Kingsport is added to the state's Launch TN Network
- Sync Space is now 1 of 7 Entrepreneur Centers and brings \$300,000/yr to region for entrepreneurship/innovation





## STEP 2: Build an Entrepreneurial Ecosystem Culture

- An entrepreneurial ecosystems are systems of interdependent actors and relations directly or indirectly supporting the creation and growth of new ventures.

### Facilities

- Sync Space Co-working Space
- Kingsport's First Makerspace, the Inventor Center
- Create Appalachia Kingsport Center for Arts and Technology
- Create Appalachia Johnson City Center for Arts and Technology



### Programs

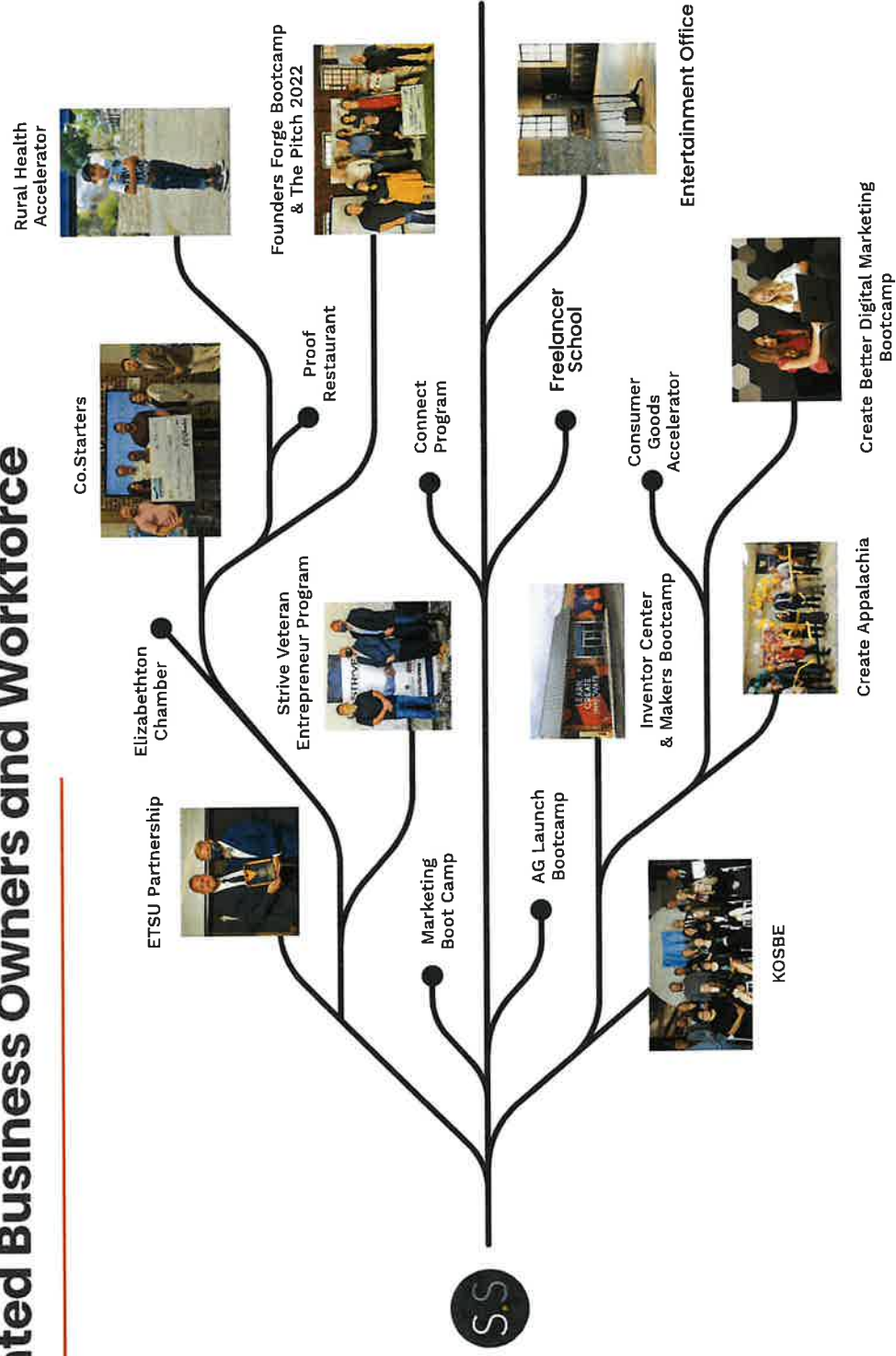
- Industry Accelerator
- STRIVE Veterans Program
- TN Entertainment Office
- Maker, Inventor & Consumer Goods Program
- Co.Starters with DKA & HBDC
- Cultivate Appalachia Bootcamp
- Construction Industry Accelerator with DR Horton
- Digital Marketing Bootcamp with Northeast State
- NursEng Engineering Program with ETSU, TN Tech, Biz Foundry
- Digital Media Art Exhibits with Create Appalachia
- Rural Health Accelerator
- Career Quest
- Unicoi Career & Job Fair
- Founders Forge Bootcamp & Pitch Event



### Sponsorships & Scholarships

- Diversity Innovation Scholarship
- Juneteenth
- KOSBE Awards & Programs
- Yell & SHOUT
- Help Me Stream Research Foundation Computer Donation
- Donation of \$10K Grant to Phi Beta Lambda
- Sponsored Exterior Banners for the Boys & Girls Club of Kingsport

## STEP 3: Expand efforts to Retain and Recruit Talented Business Owners and Workforce



## Grants

- ARC Innovation Village Expansion
- READY ARC Grant
- TVA Grants
- ARC Inventor Center Grant

**Raised Capital**



**VUNIVERSE**

**rpl**  
university

## Press

- International Economic Development Council of Excellence Awards across Multiple Categories, including two Gold and one Silver
- Visit and ongoing relationship with TN Speaker of the House Cameron Sexton
- Induction into ETSU Distinguished President's Trust



# For FY23 Sync Space is requesting a Kingsport investment of \$125,000

**Adding to what currently is underway, this investment will bring Kingsport:**

- \$4,000,000\* BuildTN Investment Capital Fund
- \$125,000 match representing a 1:1 match of dollar request
- \$358,000 grant from Appalachian Regional Commission (ARC) for Innovation Village
- Angel Fund of local investors for local companies
- Frontline Healthcare Accelerator in partnership with 5 surrounding states
- Vendor procurement program with focus on SEDI and Minority entrepreneurs
- TN Mentor Network Engagement for AgTech, Lifesciences, Advanced Energy and Automotive Industries
- Production apprenticeship program with TN Film Commission, Academic Institutions and DB Students



# Budget/Use of Funds

## FY'23 Use of Funds

Industry Accelerator	\$	25,000.00
Recruiting	\$	25,000.00
STRIVE Veterans Program	\$	12,500.00
Tennessee Entertainment/Production Office Support	\$	15,000.00
ETSU Partnership	\$	30,000.00
Small Business Provider Grants "BUNDLED"	\$	30,000.00
Maker, Inventor & Consumer Goods Program (150 Students)	\$	14,000.00
Co.Starters with DKA, HBDC	\$	3,500.00
Diversity Innovation Scholarship (Local)	\$	10,000.00
2nd Annual M.A.D.E. Regional Entrepreneurship Event	\$	10,000.00
Minority & Student Recruitment & Sponsorships: KOSBE, JUNETEENTH, YELL & SHOUT	\$	10,000.00
General Operations	\$	65,000.00
<b>TOTAL (\$150,000 from Kingsport + \$150,000 from Sync Space</b>	<b>\$</b>	<b>250,000.00</b>

## Additional Partnership & Investment into Kingsport Beyond Request

Construction Industry Accelerator	\$	100,000.00
Northeast Bootcamp Partnerships	\$	10,000.00
NursEng Engineering Program with ETSU, Tennessee Tech, Biz Foundry (3yr)	\$	50,000.00
Minority Outreach with Industry (State)	\$	25,000.00
Inventor Center (via Sync Space/ARC grant)	\$	60,000.00
Digital Media Equipment (via Sync Space/ARC grant)	\$	90,000.00
<b>Total Partnership Dollars beyond Request</b>	<b>\$</b>	<b>335,000.00</b>

Additional Expected Milestones also include: Launch of Sync Space Regional Investment Fund, Alliance with Regional VC Fund.

Total Impact in Kingsport for FY23      \$585,000.00

# WHERE ARE WE GOING?

## AMBITIOUS 10-YEAR GOALS INCLUDE:

- Build the most complete and recognized Entrepreneurial Support Organization (ESO) Facility in the region at Innovation Village
- To Make Kingsport the Epicenter of Advanced Manufacturing and Materials in Central Appalachia
- Build a world-class network of aligned entrepreneurs, allies and investors
- Raise a \$10,000,000 evergreen investment fund
- Help generate more jobs with compensation at least 2X the county average
- Deliver a slate of premium programs to educate, support and retain entrepreneurs, students and workers
- Help increase the interest of traditional recruiting target companies and trailing partners
- Attract technology companies to our region including HQ, and second HQ, regional data centers

# Questions?

sync.space

Sync Space is a Kingsport, Tennessee based 501(c)3 non-profit





## AGENDA ACTION FORM

### Approving the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement Amendment

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

Action Form No.: AF-349-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 2022  
 Staff Work By: Copas/Rowlett  
 Presentation By: T. Copas

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

As part of the transition from Mission Square to the Tennessee Consolidated Retirement System (TCRS), the Mission Square Retirement Governmental Money Purchase Plan Adoption Agreement approved by the BMA in June 2022 needs to be amended. The amendment modifies the vesting schedule making all employees 100% vested as we move into the TCRS transition.

#### Attachments:

1. Resolution
2. MissionSquare Retirement Government Money Purchase Plan Adoption 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: *zw*

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

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

A RESOLUTION APPROVING THE MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT AMENDMENT AND AUTHORIZING THE PLAN COORDINATOR TO EXECUTE THE ADOPTION AGREEMENT VIA THE ELECTRONIC PROCESS SET FORTH BY MISSIONSQUARE

WHEREAS, in June, 2022, (Resolution No. 2022-262) the board approved a Government Money Purchase Plan Adoption Agreement with MissionSquare; and

WHEREAS, the Government Money Purchase Plan Adoption Agreement needs to be amended to modify the vesting module making all employees one hundred percent (100%) vested as the city moves into the TCRS transition.

Now therefore,

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

SECTION I. That the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement Amendment attached hereto as Exhibit A, is approved.

SECTION II. That the Human Resources Director as Plan Coordinator, is authorized and directed to electronically 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 MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement Amendment, and all other documents necessary and proper, 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 Plan Coordinator is further authorized to make such changes approved by the city manager and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the Plan Administrator 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 15<sup>th</sup> day of November, 2022.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

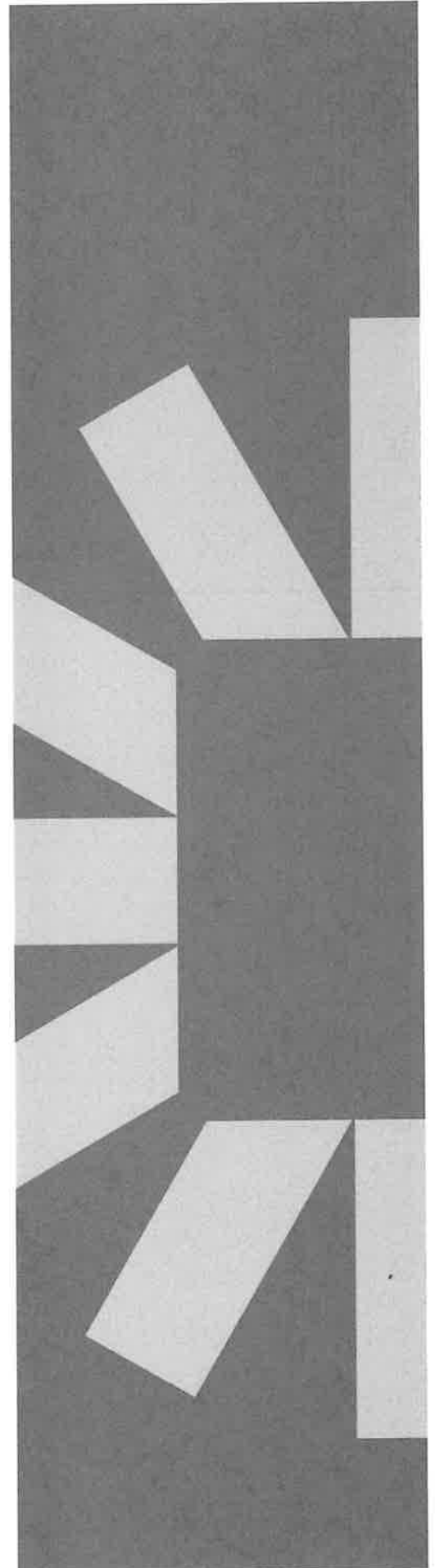
RODNEY B. ROWLETT, III, CITY ATTORNEY

**ICMA Retirement Corporation**  
doing business as

**MissionSquare Retirement  
Governmental Money  
Purchase Plan  
Adoption Agreement**

---

**MissionSquare**  
RETIREMENT



# MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 106736

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF KINGSFORT  
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

## New Plan or Amendment and Restatement (Check One):

### ☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

CITY OF KINGSFORT

**Effective Date of Restatement.** The effective date of the Plan shall be:

*(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)*

### ☐ New Plan

**Effective Date of New Plan.** The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: \_\_\_\_\_

*(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)*

## I. EMPLOYER: CITY OF KINGSFORT

*(The Employer must be a governmental entity under Internal Revenue Code § 414(d))*

## II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

December 1, 2022 - all participate to become 100% vested.

*(Note provision and effective date.)*

## III. PLAN YEAR

The Plan Year will be:

☒ January 1 – December 31 (**Default**)

☐ The 12 month period ending \_\_\_\_\_  
Month Day

**IV. Normal Retirement Age shall be age 60 (not less than 55 nor in excess of 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

**In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age \_\_\_\_\_**

*Important Note to Employers:* Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

**V. COVERED EMPLOYMENT CLASSIFICATIONS**

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☒ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☐ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name.  
Specific positions are acceptable.) \_\_\_\_\_

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

**Note:** As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*'N/A' is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be \_\_\_\_\_ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☒ Yes. Age 18 (*not to exceed age 21*).

☐ N/A – No minimum age applies (*'N/A' is the default provision under the Plan if no selection is made.*)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 5 % of Earnings or \$\_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☐ are not required

to be eligible for this Employer Contribution.

☒ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No



Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 5 \_\_\_\_\_ % of Earnings,

ii. \$ \_\_\_\_\_, or

iii. a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pickup is required if Option A is not selected)

☒ Yes      ☐ No      (*"Yes" is the default provision under the Plan if no selection is made.*)

☒ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of \_\_\_\_\_ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

<sup>1</sup>Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

**[ ] Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is [ ] more or [ ] less.

**[ ] Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

**[ ] Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is [ ] more or [ ] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[ ] Yes [X] No ('No' is the default provision under the Plan if no selection is made.)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[ ] Weekly [X] Biweekly [ ] Monthly [ ] Annually in \_\_\_\_\_ (specify month)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly      ☒ Biweekly      ☐ Monthly      ☐ Annually in \_\_\_\_\_ (specify month)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes      ☒ No      (*' Yes' is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes      ☒ No      (*' No' is the default provision under the Plan if no selection is made.*)

## VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☒ Yes      ☐ No      (*' No' is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes      ☒ No      (*' No' is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)
- 

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes      ☐ No      (*' Yes' is the default provision under the Plan if no selection is made.*)

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[ ] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) \_\_\_\_\_

2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100%
One	100%
Two	100%
Three	100%
Four	100%
Five	100%
Six	100%
Seven	100%
Eight	100%
Nine	100%
Ten	100%

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
- ☐ Normal Retirement Age
  - ☐ 70 ½ (*' 70 ½' is the default provision under the Plan if no selection is made.*)
  - ☐ Alternate age (after Normal Retirement Age): \_\_\_\_\_
  - ☒ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
- ☒ Yes    ☐ No    (*' Yes' is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
- ☐ Yes    ☒ No    (*' No' is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
- ☐ Yes    ☒ No    (*' No' is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
- ☐ Yes    ☒ No    (*' No' is the default provision under the Plan if no selection is made.*)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

### XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Final Pay shall be defined as (select one):**

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*  
\_\_\_\_\_

☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of Final Pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

### XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Accrued Leave shall be defined as (select one):**

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Accrued Leave that is bona fide vacation and/or sick leave):*  
\_\_\_\_\_

**[ ] 1. Employer Accrued Leave Contribution.** The Employer shall contribute as follows

(choose one of the following options):

[ ] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

[ ] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant \_\_\_\_\_% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

**[ ] 2. Employee Designated Accrued Leave Contribution**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute \_\_\_\_\_% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.



**XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

**EMPLOYER SIGNATURE & DATE**

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.

**For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:**

MissionSquare Retirement  
777 N. Capitol St. NE Suite 600  
Washington, DC 20002  
800-326-7272

52582-0621-W1304



## AGENDA ACTION FORM

### Extend Lease Agreement with Eastman Chemical Company

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

Action Form No.: AF-346-2022  
 Work Session: November 14, 2022  
 First Reading: NA

Final Adoption: November 15, 2022  
 Staff Work By: R. McReynolds/B. Rowlett  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

On February 16, 2021 the BMA approved a lease agreement with Eastman Chemical Company for the property located at 1700 N. John B. Dennis Highway (AF-56-21). This property contains a building and parking area. The building located on the property is an office building which is approximately 4,700 square feet, a paved parking area, and a fenced gravel parking area in the back.

The initial term of the lease is 24 months with an option to extend the lease for one additional 12 months term. Eastman Chemical Company desires to extend this lease for the additional 12 months term utilizing the property for office requirements, parking and storage.

It is requested to extend the lease agreement with Eastman Chemical Company for the property located at 1700 N. John B. Dennis Highway. The extension will be for one 12 months term as stated in the original lease agreement. The base rent for the initial term is \$1,000.00 per month. The Deputy City Manager has reviewed and approved the use of this property as appropriate at this time and no other issues have been identified by city departments regarding the use of the property. The property was declared surplus on June 15, 2017.

#### Attachments:

1. Resolution
2. Map

Funding source appropriate and funds are available: *Jm*

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

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AGREEMENT WITH EASTMAN CHEMICAL COMPANY FOR PROPERTY LOCATED AT 1700 NORTH JOHN B. DENNIS HIGHWAY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on February 16, 2021, (Resolution No. 2021-161) the board approved a lease agreement with Eastman Chemical Company for property located at 1700 N. John B. Dennis Highway; and

WHEREAS, the term of the lease agreement was for 24 months with the option to extend for an additional 12 months; and

WHEREAS, Eastman Chemical Company would like to extend the lease for an additional 12 months for the base rent of \$1,000.00 to be effective February 19, 2023; and

WHEREAS, other than the extension the Lease is amended to show the new location of the City of Kingsport, City Hall.

Now therefore,

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

SECTION I. That an Amendment to the Lease Agreement with Eastman Chemical Company for the property located at 1700 N. John B. Dennis Highway to extend the lease for an additional 12 months, effective February 19, 2023, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Amendment to the Lease Agreement with Eastman Chemical Company for the property located at 1700 N. John B. Dennis Highway to extend the lease for an additional 12 months, effective February 19, 2023, 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:

**AMENDMENT TO LEASE**

This amendment to lease (herein "Amendment") amends the Lease Agreement dated February 25, 2021 made and entered between CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, (herein "Lessor") and EASTMAN CHEMICAL COMPANY, a Delaware Corporation, (herein "Lessee").

**WITNESSETH:**

WHEREAS upon the mutual exchange of consideration between the parties the receipt and sufficiency of which is hereby acknowledged the Lease dated February 25, 2021 is hereby amended as follows:

1. That section 2. of the Lease is amended as follows:

**SECTION 2. LEASE TERM.** The term of this Lease (herein "Renewal Term"), is hereby extended for an additional twelve (12) month period effective on February 19, 2023.

2. That Section 3. of the Lease is amended as follows:

**SECTION 3. RENT.** Lessee shall pay to Lessor, as rent, without demand or deduction, as rent One Thousand Dollars (\$1,000) per month with the first payment due on the date of the beginning of the Initial Term and on the same day each month thereafter during the Initial Term, and likewise for the Renewal Term without offset or deduction. All payments shall be made to Lessor at City of Kingsport, Tennessee, 415 Broad Street, Kingsport, Tennessee 37660, Attention: Lisa Winkle or designee, or at such other place as is designated in writing by Lessor. It is the intention of the Lessor and Lessee that utilities described in Section 5 shall be paid by Lessee and the Lessor shall be indemnified by Lessee and is hereby so indemnified by Lessee against such costs, charges, expenses, and obligation. In addition to the rent provided herein, Lessee must pay to Lessor any and all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary or extraordinary, unforeseen or foreseen, of any kind which are assessed against or imposed in respect of the Premises.

Except as amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect and the parties hereto confirm and ratify the Agreement as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with the effective date of February 19, 2023.

[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 15th day of November, 2022.

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

ATTEST:

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

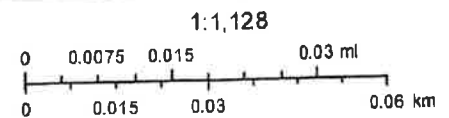
APPROVED AS TO FORM:

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

Sullivan County - Parcel: 061M A 026.00



May 17, 2017



TN Comptroller - OLG  
TDOT  
State of Tennessee, Comptroller of the Treasury, Office of Local Government  
(OLG)  
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## AGENDA ACTION FORM

### **Authorizing the Mayor to Sign a Property Damage Release for Cannon Cochran Management Services, Inc. (CCMSI) and Its Insured Republic Services, Allied Waste and BFI Waste Services, LLC**

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

Action Form No.: AF-336-2022  
 Work Session: November 14, 2022  
 First Reading: N/A

Final Adoption: November 15, 2022  
 Staff Work By: K. Hodgson  
 Presentation By: B. Rowlett

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

On October 24, 2022 a garbage truck operated by BFI Waste Services LLC struck and destroyed a fire hydrant located on the corner of 405 Tilthammer Drive in Kingsport.

BFI Waste Services, LLC is insured by Cannon Cochran Management Services Inc. (CCMSI), which has offered to settle the claim for the replacement cost of \$4,380.12. As part of the settlement city will need to execute a property damage release.

It is recommended the board approve the release and authorize the mayor to execute the same.

#### **Attachments:**

- Resolution

Funding source appropriate and funds are available: *Jm*

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

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



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

A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE WITH CANNON COCHRAN MANAGEMENT SERVICES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

WHEREAS, on October 24, 2022, a garbage truck operated by BFI Waste Services LLC struck and destroyed a fire hydrant located on the corner of 405 Tilthammer Drive in Kingsport; and

WHEREAS, Cannon Cochran Management Services Inc. (CCMSI), the insurer for BFI has offered the amount of \$4,320.12 to settle the claim which equals the cost to replace the fire hydrant.

Now therefore,

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

SECTION I. That the Property Damage Release for BFI Waste Services, LLC, in the amount of \$4,380.12 from Cannon Cochran Management Services Inc. for damage to a city fire hydrant which occurred on October 24, 2022, at 405 Tilthammer Drive, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Property Damage Release from Property Damage Release for BFI Waste Services, LLC, in the amount of \$4,380.12 from Cannon Cochran Management Services Inc. for damage to a city fire hydrant which occurred on October 24, 2022, at 405 Tilthammer Drive, 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 release and this resolution, said agreement being as follows:

**PROPERTY DAMAGE RELEASE**

Claim #: 22388K467864

THIS PROPERTY DAMAGE RELEASE ("Release") is made and executed by City of Kingsport ("Releasor"). This Release is entered into with respect to the following facts:

1. Releasor alleges that on or about Oct. 24, 2022, at 405 Tilthammer Drive. Kingsport, TN, Releasor sustained property damages due to RS truck had to make a multi-point turn to exit and struck fire hydrant that was located on the corner. (22388K467864).

2. Releasor wishes to resolve and settle all remaining property damage claims against BFI Waste Services, LLC.

**NOW, THEREFORE**, in consideration of the foregoing, Releasor agrees as follows:

**Release.** Releasor, on behalf of himself/herself and on behalf of Releasor's administrators, successors, assigns, insurer and attorneys, and in consideration of \$4380.12 paid by BFI Waste Services, LLC and other valuable consideration as set forth herein, the receipt and adequacy of which is hereby acknowledged, does hereby fully release and forever discharge BFI Waste Services, LLC and its/their parent entities, affiliates, predecessors, successors in interest, subsidiaries, divisions, employees, officers, directors, members, shareholders, agents, attorneys, insurers, and all persons or entities acting by, through, under or in concert with it (hereinafter "Releasees"), of and

from any manner of action or actions, claims, demands and causes of action of every kind, nature or description whatsoever, in law or in equity, suits, debts, liens, contracts, agreements, promises, torts, liabilities, damages, losses, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, which Releasor now has or may hereafter have against Releasees, arising out of, or by reason of, or in any manner connected with the property damage set forth in Paragraph 1 hereof. **Costs and Attorney Fees.** Releasor will pay their own costs, attorney fees, and expenses with respect to Releasor's claims, including, without limitation, those incurred prior to or after the filing of any Action, or in connection with the preparation of this Release.

**Releasor Responsible for All Liens; Non-Assignment of Claims; Other Actions.**

Releasor warrants that no persons or entities presently have lien rights relating to the consideration paid herein and understands and acknowledges that Releasees agree to pay the above referenced settlement amount in reliance upon this warranty. Releasor acknowledges, represents and warrants that (a) Releasor is the sole and lawful owner of the rights, titles and interests in and to every claim or matter herein released,

(b) Releasor has not heretofore assigned, subrogated, or transferred or attempted to assign, subrogate, or transfer to any person, firm, or entity, any claim or other matter herein released, (c) Releasor shall not file, cause to be filed, or assist in the preparation or filing of any action or claim herein released.

**Advice of Counsel.** Releasor warrants and represents that in executing this document, Releasor has been given the opportunity to seek advice of counsel or relied on legal advice from the attorneys of their choice, and that the terms of this document and its consequences have been completely read or explained to them by their attorneys, and that they fully understand the terms of this document. Releasor acknowledges and represents that Releasor understands the potential for future risks, complications, and costs.

**Non-Admission of Liability.** Releasor understands, acknowledges, and agrees that this Release constitutes a compromise of a disputed claim and said compromise (1) is made solely to prevent further involvement in what is anticipated to be expensive and time consuming litigation, (2) is made without regard to the merits or lack of merit of any of the claims asserted, and (3) that Releasees, expressly deny any liability to Releasor. Neither this document nor any consideration given hereunder is to be construed as an admission of any liability, express or implied, on the part of Releasees. Releasees specifically disclaim any liability to or wrongful acts against Releasor.

**No Strict Construction.** The language of this document shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party given rights hereunder, regardless of who drafted or is principally responsible for drafting this document or any specific term or condition hereof. This Release shall be deemed to have been drafted by all parties given rights herein, and no person, firm or party hereto shall urge otherwise.

**Entire Agreement.** Releasor hereby declares, warrants, and represents that the consideration recited herein is the sole consideration and there have been no promises, representations, inducements, or agreements made except as contained in this Release. This Release embodies and sets forth the entire agreement and understanding between the parties relating to the subject matter hereof. This document merges and supersedes all prior discussions, agreements, understandings, representations, conditions, warranties, covenants, and all other communications between Releasor and Releasees relating to the subject matter hereof.

**Applicable Law.** The terms and provisions of this document shall be construed according to and governed by the laws of the State of Tennessee without reference to its conflict of law principles.

**Venue.** Any action arising from, or relating to, the terms or provisions of this document shall be litigated in the state or federal courts for the State of Tennessee.

**Execution Free and Voluntary.** Releasor acknowledges and warrants that execution of this document is voluntary and free of duress of any kind or nature.

[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 release set out herein that do not substantially alter the material provisions of the release, 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 15th day of November, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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